



2010K058910
SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 9/9/2010 10:32 AM
REC FEE: 101.00
PAGES: 80/81

SECOND AMENDMENT

TO

ANNEXATION AGREEMENT
(Dated April 14, 2005)

and

SECOND AMENDMENT

TO

ANNEXATION AND DEVELOPMENT AGREEMENT
(Dated March, 2007)

AND

KB HOME DEVELOPMENT AGREEMENT
(Dated April 14, 2005)

Between

VILLAGE OF HAMPSHIRE *ms*

AND

HAMPSHIRE EAST LLC, an Illinois limited liability company

HAMPSHIRE WEST LLC, an Illinois limited liability company

Prepared by and Return to:
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Recorder:
See Permanent
Index Information
on Exhibit "Z"
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Amendment

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SECOND AMENDMENT TO ANNEXATION AGREEMENT

This SECOND AMENDMENT TO ANNEXATION AGREEMENT and SECOND AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT AND AMENDMENT TO KB HOME DEVELOPMENT AGREEMENT (referred to herein collectively as the "Second Amendment") is made and entered into as of the 2nd day of September, 2010 by and between the VILLAGE OF HAMPSHIRE, ILLINOIS, an Illinois municipal corporation (the "Village"), by and through its President and Board of Trustees (hereinafter referred to collectively as the "Corporate Authorities"), HAMPSHIRE EAST LLC, an Illinois limited liability company ("Developer East") and HAMPSHIRE WEST LLC, an Illinois limited liability company ("Developer West"). Developer East and Developer West are herein collectively referred to as "Developer."

WITNESS:

WHEREAS, the Village, Developer and Marianne Nemtusiak ("Nemtusiak") are parties to that certain Annexation Agreement dated April 14, 2005 recorded in the Office of the Kane County Recorder as Document No. 2005K047722 (the "Original Agreement") which was amended by a First Amendment to Annexation Agreement dated May 14, 2007 by and between the Village, Developer and Nemtusiak recorded in the Office of the Kane County Recorder as Document No. 2007K072733 (the "First Amendment") (the Original Agreement as amended by the First Amendment is collectively referred to as the "Annexation Agreement"); and

WHEREAS, Developer owns the land described on **Exhibit "A"** attached hereto which is comprised of the lands in the communities known as Prairie Ridge and Oakstead (herein referred to as the "Property") which along with other lands no longer owned by Developer were annexed to the Village pursuant to the Annexation Agreement; and

WHEREAS, subsequent to the date of the First Amendment, Developer East acquired all of the land owned by Nemtusiak land which is part of the Oakstead community; and

WHEREAS, Developer East also currently owns those portions of the lands known as the "Expanded Tamms Property" or the "Tamms Property" which are described on **Exhibit "A-1"** attached hereto; and

WHEREAS, the Expanded Tamms Property is to be developed pursuant to the terms of the KB Home Development Agreement, dated April 14, 2005 and recorded in Kane County as Doc. No. 2005K047728, (the "Development Agreement"), the Annexation and Development Agreement and Amendment to KB Home Development Agreement (the "Annexation and Development Agreement") which was entered into by the Village, Developer East and others which was recorded on March 23, 2007 in Kane County as Document No. 2007K033549, and the Amendment to Annexation and Development Agreement dated March 2007 and Amendment to KB Home Development Agreement dated April 14, 2005, dated June, 2007 which was recorded in Kane County as Document No. 2007K072732, (the Amendment to Annexation and Development Agreement") (hereinafter sometimes referred to collectively as the "Tamms Agreement") and

WHEREAS, the First Amendment amended and restated ARTICLE VI. UTILITIES and ARTICLE XI. PUBLIC IMPROVEMENTS FINANCING of the Original Agreement in their entirety to provide for the construction of an integrated system for the furnishing of water, sanitary sewer and waste water treatment services to the Prairie Ridge and Oakstead Communities, the Tamms Property and the Brier Hill Property, to provide for the expansion of the Village's existing waste water treatment facility (the "WWTF") to a capacity of 2.76 MGD, and to provide for certain transportation system improvements, and to provide financing for the

components of the integrated system and the transportation system components all as described on Revised Exhibits O, P and U attached to the First Amendment (collectively, the "Project"); and

WHEREAS, pursuant to and as contemplated by amended and restated ARTICLE XI. PUBLIC IMPROVEMENTS FINANCING, on July 26, 2007, the Village issued the following special service area bonds:

- a) \$23,880,000 Special Service Area Number 16 ("SSA 16"), Special Tax Bonds, Series 2007A and Series 2007B (Crown Development Projects-Prairie Ridge West) pursuant to a Trust Indenture, dated as of June 1, 2007, between the Village and Wells Fargo Bank, N.A., as Trustee (the "Trustee") (the "No. 16 Indenture") (of which \$5,000 have been redeemed);
- b) \$21,055,000 Special Service Area Number 17 ("SSA 17"), Special Tax Bonds, Series 2007A and Series 2007B (Crown Development Projects-Oakstead) pursuant to a Trust Indenture, dated as of June 1, 2007, between the Village and the Trustee (the "No. 17 Indenture");
- c) \$4,850,000 Special Service Area Number 18 ("SSA 18"), Special Tax Bonds, Series 2007A (Crown Development Projects-Tamms Farm) pursuant to a Trust Indenture, dated as of June 1, 2007, between the Village and the Trustee (the "No. 18 Indenture"); and
- d) \$25,215,000 Special Service Area Number 19 ("SSA 19"), Special Tax Bonds, Series 2007A and Series 2007B (Crown Development Projects-Prairie Ridge East) pursuant to a Trust Indenture, dated as of June 1, 2007, between the Village and the Trustee (the "No. 19 Indenture")(the foregoing identified bonds are referred to collectively as the "SSA Bonds"), subject to the No. 16 Indenture, the No. 17 Indenture, the No. 18 Indenture and the No. 19 Indenture, respectively (collectively the "Indentures") for Village of Hampshire Special Service

Areas Nos. 16, 17, 18 and 19 (collectively, the SSAs) the territory of which includes the Property and the Expanded Tamms Property, Wells Fargo Bank, N.A., serving as Trustee under each Indenture (the "Bond Trustee"); and

WHEREAS, pursuant to amended and restated ARTICLE XI. PUBLIC IMPROVEMENTS FINANCING, on July 26, 2007 the Village issued Junior Debt Certificates in the principal amount of \$19,300,000 (the "Certificates") which were purchased by Developer West to provide additional funds to complete the Project since net proceeds from the sale of the SSA Bonds did not provide sufficient funds with which to complete the Project; and

WHEREAS, while portions of the Project have been constructed to date, only 223 of the potential 2,833 lots within the SSAs which will be served by the Project have been developed and, of the 223 developed lots, only 46 have been sold by Developer and were purchased by a builder which, after building homes on only three of the 46 lots (the "Owner-Occupied Prairie Ridge Lots"), defaulted on its underlying mortgage, with the result that the remaining 43 lots are now owned by the builder's lender (the "Other Non-Owned Prairie Ridge Lots"); and

WHEREAS, after discussing the situation with Developer, and considering the current market for newly constructed dwelling units in the area, the Village now believes that further residential development of the land within the SSAs will not occur at any time in the reasonably foreseeable future and accordingly, pursuant to Section 3.7 of the Indentures, the Village has made an offer to purchase all outstanding SSA Bonds from the holders of the SSA Bonds (the "Tender Offer") at a price equal to 39.33% of the principal amount of SSA Bonds tendered plus accrued interest to the date of purchase for SSA Bonds tendered for purchase by September 1, 2010, (the "Consent Date") plus a premium of 0.67% of the principal amount for

SSA Bonds that are validly tendered prior to August 24, 2010 (the "Early Consent Date"), for settlement on September 3, 2010 (the "Settlement Date"); and

WHEREAS, a true and correct copy of the Tender Offer as approved by the Corporate Authorities of the Village on August 5, 2010 is attached hereto as **Exhibit "B"**; and

WHEREAS, the Consent Date was thereafter extended to September 1, 2010, and the Settlement Date was extended to September 3, 2010 by Amendment to Tender Offer; and

WHEREAS, the Village and Developer desire to enter into this Second Amendment, the effectiveness being contingent upon acceptance of said Tender Offer by the holders of (i) at least 95% in the aggregate of the SSA Bonds, and (ii) more than 50% of each of the SSA 16 SSA Bonds, the SSA 17 SSA Bonds, the SSA 18 SSA Bonds and the SSA 19 SSA Bonds, respectively and said Bonds being tendered pursuant to the Tender Offer to Wells Fargo Bank, National Association ("Depository Agent") as the depository agent for the Tender Offer by the Consent Date, in order to set forth certain agreements between the Village and Developer with respect to the Tender Offer, completion of the Project, and certain related matters; and

WHEREAS, the Village and Developer are further entering into this Second Amendment to amend, modify and change provisions of the Annexation Agreement which additions, deletions and revisions are intended to be applicable to the Property which is the land described on attached **Exhibit "A"** (being the lands in the Prairie Ridge and Oakstead Communities owned by Developer) and to amend, modify and change provisions of the Tamms Agreement, which additions, deletions, and revisions are intended to be applicable to the Expanded Tamms Property, which is the land described on attached **Exhibit "A-1"** (being the portion of the Expanded Tamms Property owned by Developer East); and

WHEREAS, all terms defined in the Annexation Agreement and in the Tamms Agreement shall have the same meaning when used in this Second Amendment; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. and Section 7-1-1 et seq. of the Illinois Municipal Code, a proposed Second Amendment to Annexation Agreement and Second Amendment to Annexation and Development Agreement and Amendment to KB Home Development Agreement was submitted to the Corporate Authorities for review and approval, and a public hearing was held by the Corporate Authorities on August 26, 2010, pursuant to notice thereof previously published in the Courier News newspaper, and in the Daily Herald newspaper on August 11, 2010, in the manner prescribed by law; and

WHEREAS, following said public hearing, the Corporate Authorities, after due and careful consideration, have concluded that the Second Amendment to Annexation Agreement and Second Amendment to Annexation and Development Agreement and Amendment to KB Home Development Agreement will enhance and promote the general welfare and best interests of the Village, and

WHEREAS, the Corporate Authorities of the Village, after due deliberation, by ordinance duly enacted, have approved the execution and delivery of the Second Amendment to the Annexation Agreement, and the Second Amendment to Annexation and Development Agreement and Amendment to KB Home Development Agreement and have directed the President and Clerk of the Village to execute the Second Amendment on behalf of the Village.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

I. INCORPORATION OF RECITALS

The preceding recitals are hereby made a part of this Second Amendment.

II. MUNICIPAL AUTHORITY

2.1 Applicable Law.

This Second Amendment is made pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq. and Section 7-1-1 et seq. of the Illinois Municipal Code.

III. UNDERTAKINGS AND COMMITMENTS WITH RESPECT TO THE TENDER OFFER.

3.1 UNDERTAKINGS AND COMMITMENTS OF THE VILLAGE

3.1.1 The Village agrees that it will not exercise any rights reserved by it in the Tender Offer, including but not limited to: the right to extend the Expiration Date, the Consent Date or the Settlement Date as set forth in the Tender Offer; the right to withdraw the Tender Offer; and the right to waive the contingency that the offer is contingent upon acceptance by the holders of (i) at least 95% in the aggregate of the SSA Bonds, and (ii) more than 50% of each of the SSA 16 SSA Bonds, the SSA 17 SSA Bonds, the SSA 18 SSA Bonds and the SSA 19 SSA Bonds, respectively, without first having consulted with Developer and obtaining Developer's written approval therefor; provided, however, that the Village shall have the right to withdraw the Tender Offer without Developer's prior approval in the event that Developer does not timely deliver the monies described in Section 3.2.1 below on the Settlement Date for purchase of the tendered SSA Bonds. The Village further agrees that it will make no changes to the Tender Offer without first having consulted with Developer and obtaining Developer's approval therefor, except, Developer shall give its approval to any changes to the Tender

Offer that the Village determines are necessary to comply with federal securities laws.

The Village acknowledges that Developer is not obligated to agree to any change in the terms of the Tender Offer or to any extensions to the Expiration Date, the Consent Date or the Settlement Date as set forth in the Tender Offer.

3.1.2 The Village agrees to give all directions to both the Depository Agent and to the Bond Trustee as may be necessary to complete the purchase of the SSA Bonds tendered pursuant to the Tender Offer, and to utilize monies on deposit in the Improvement Funds and Reserve Funds established by each Indenture to purchase SSA Bonds as described in the Tender Offer and to give such directions to the Trustee for each Indenture so that monies on deposit in the Administrative Funds of each Indenture are first used to pay legal fees and other consultant fees incurred by the Village in connection with the Tender Offer and this Second Amendment (the "Village Transaction Costs"). As used herein, Village Transaction Costs include the fees payable by the Village to Quarles & Brady, LLP; Drinker Biddle & Reath, LLP; Bazos, Freeman, Kramer, Schuster, Vanek & Kolb; Austin Meade Financial and Engineering Enterprises, Inc., for negotiating, reviewing, approving, and concluding i) a bond purchase pursuant to the Tender Offer, ii) this Second Amendment, iii) Supplements to the Indentures; iv) notifications to Kane County regarding special taxes; and v) termination or amendment of related agreements, including the Agreement for Public Improvements and/or the Master Repurchase Agreement; plus, a fee of \$3,000.00 per CUSIP to be paid to the Depository Agent for each of the seven (7) CUSIP's applicable to the SSA Bonds. Provided, sufficient funds shall be retained in said Administrative Funds to cover anticipated future costs of administration in each Special Service Area.

3.1.3 The Village agrees to direct the Bond Trustee to cancel all SSA Bonds tendered and purchased on the Settlement Date. Simultaneously with the purchase of the tendered SSA Bonds, the Village agrees to accept a tender of the Junior Debt Certificates, and the Special Subordinated Refunding Obligations dated December 29, 2008 issued by the Village and purchased by Developer (the "Obligations"), and to direct the Trustee under the Junior Debt Certificate Indenture, and under the Obligations Indenture, to cancel the Junior Debt Certificates and such of the Obligations as the Village and Developer determine shall be cancelled, and to pay any monies remaining in the Administrative Expense Fund of the Junior Debt Certificate Indenture (there being no Administrative Expense Fund under the Obligations Indenture) -- to the extent such funds are not needed for future administrative costs -- to Developer to reimburse it for its legal fees, consultant fees, and costs related to the Tender Offer and this Second Amendment. The Village agrees that if 100% of all SSA Bonds are not tendered for purchase pursuant to the Tender Offer, and provided that the consent of the owners of a majority in aggregate principal amount of each Series of SSA Bonds is obtained, the Village shall amend the Indentures as provided in the Tender Offer as to the source of monies to be applied to repayment of principal and interest due on any SSA Bonds remaining outstanding after the Settlement Date. The Village further agrees that if all Obligations are not cancelled on the Settlement Date and any Owner-Occupied Prairie Ridge Lots and/or Other Non-owned Prairie Ridge lots remain subject to the Obligations, the Village shall amend the applicable Obligation Indenture to provide that Special Taxes will be the sole source of monies to be applied to repayment of principal and interest on the Obligations which remain outstanding after the Settlement Date.

3.1.4 The Village agrees that, in consideration of cancellation of the Junior Debt Certificates and cancellation of some or all of the Obligations, and in lieu of making a payment

to Developer on the Settlement Date for the outstanding principal and accrued but unpaid interest on both the Junior Certificates and the cancelled Obligations, it shall make the payments to Developer described in Section 11.5 of Article XI as amended and restated in this Second Amendment, and further agrees to make the payments described in Section 11.4.1 of Article XI as amended and restated in this Second Amendment. The Village has further agreed in Section 11.4.1 of Article XI as amended and restated in this Second Amendment that the water connection fees and the sewer connection fees otherwise payable when building permits are issued for the lots on the Property and the Tamms Property shall be deemed to be prepaid, except such prepayment shall not apply to the Other Non-owned Prairie Ridge Lots. The foregoing agreements made by the Village in Sections 11.4.1 and 11.5 of Article XI, as amended and restated in this Second Amendment, are made by the Village in full satisfaction of the entire debt (including principal plus interest) represented by the Junior Debt Certificates and the Obligations. Payments of water connection fees and sewer connection fees by the Village to the Developer pursuant to Section 11.5 shall continue until sewer connection fees have been paid for a total of 4,900 Population Equivalent ("PE") from users in Future Developments who utilize the water and sewer components of the Integrated System; or July 26, 2037, whichever first occurs. As used herein, PE shall be measured in accordance with IEPA standards.

3.1.5 The Village agrees that the Agreement for Public Improvements dated June 26, 2007 between the Village and Developer (the "Public Improvements Agreement") is hereby deemed to be modified and amended by this Second Amendment and that, unless the Village determines that the Public Improvements Agreement shall be cancelled in its entirety, the Village shall enter into a written amendment with Developer to evidence the changes to the Public Improvements Agreement necessary to make it consistent with this Agreement. Such

changes shall include without limitation the following: the term "Public Improvements" shall include only those Integrated System Components and Transportation System Components listed and identified on Updated Exhibits "O" "P" and "U"; that Public Improvements to be constructed by Developer shall be constructed with funds provided by Developer but that Developer has certain rights of recapture from benefitted properties for the construction of certain components as provided in this Second Amendment; that the timing for construction of Public Improvements shall be determined in accordance with the provisions of this Second Amendment since the parties have determined that time is no longer of the essence for commencing and completing the Public Improvements; the deletion of the Continuing Disclosure obligations set forth in Section 6.1; the deletion of Exhibit C entitled "Budgeted Amounts" and the modification of Exhibit D – the form of rider to sales contracts – to conform to the circumstances resulting from the re-purchase of the SSA Bonds as described in this Second Amendment. Such amendment shall provide that in the event of a conflict between the Public Improvements Agreement, as amended and the Second Amendment that the Second Amendment shall govern and control.

3. 2 UNDERTAKINGS AND COMMITMENTS OF DEVELOPER

3.2.1 Contingent upon at least 95% of the SSA Bonds being tendered pursuant to the Tender Offer, Developer has agreed on the Settlement Date to provide up to \$5,500,000.00 to the Village to enable the Village to purchase 100% of the SSA Bonds (the "Tender Payment").

3.2.2 On the Settlement Date, Developer agrees to tender the Junior Debt Certificates and some or all Obligations so that the tendered instruments may be cancelled.

3.2.3 To the extent all available monies in the Administration Funds of the Indentures have been used to pay the Village Transaction Costs, Developer agrees to provide the additional monies required to pay any and all remaining Village Transaction Costs.

3.2.4 Developer agrees to indemnify and hold the Village harmless from and against any and all demands, claims, liabilities, judgments, damages and legal actions, i) made or brought by any holder or holders of SSA Bonds not tendered for purchase pursuant to the Tender Offer, arising out of or resulting from the Village's approval of any Supplements to the Indentures or any of them; and/or ii) made or brought by any owner of a Lot or Lots within the SSAs arising out of or resulting from the decision of Developer to deliver less than 100% of the amount of the outstanding Obligations to the Village for cancellation; the Village's approval of any Supplements to the Obligations Indenture; or the continuing imposition of any Special Tax or Taxes on some or all of the Lots in any of the SSAs for the purpose of obtaining funds to pay principal and interest due on said remaining Obligations.

The obligation to indemnify and hold harmless shall include payment of any and all attorney fees incurred by the Village in reviewing, considering, responding to or defending against any such demand, claim, liability, judgment, damages or legal action. The indemnification is subject to the following conditions: First, the Village shall give the Developer notice of receipt of any such demand or claim, or the filing of any legal action, or any liability or judgment, within two business days of receipt by the Village of same; Second, the Village agrees to engage the attorneys designated by the Developer to represent the Village; and Third, the Village shall not agree to any settlement of any such demand, claim, liability, judgment or legal action without first having consulted with

Developer and having obtained Developer's written approval of the terms of such settlement.

IV. FURTHER REVISIONS TO ARTICLE VI. "UTILITIES"

The parties have determined to make further additions, deletions and revisions – as set forth below - to Article VI. "Utilities" which Article was previously amended and restated in its entirety by the First Amendment. The parties have further agreed to further revise Revised Exhibits O and P, to delete Revised Exhibits Q and R and to incorporate the Updated Exhibits "O" and "P" attached hereto in their place and stead. Updated Exhibit "O" attached hereto lists those water system components of the Project which have been completed, in addition to those components of the water system yet to be completed and which Developer (except as noted otherwise in said Exhibit), at its sole expense agrees to install and construct. Updated Exhibit "P" attached hereto lists those waster water components of the Project which have been completed, in addition to those components of the waster water system yet to be completed, and which Developer (except as noted otherwise in said Exhibit), at its sole cost and expense, agrees to install and construct. The timing and sequence in which such components are to be constructed shall be determined in the reasonable judgment of the parties after consulting with each other and considering the need for any such components to serve any neighborhood (or POD) for which Developer has submitted a final plat for approval by the Village; provided, in the event of a disagreement, in all cases, the decision of the Village shall be final. Should the Village make the final decision, such decision shall be in accordance with generally accepted engineering standards and shall anticipate that such component

or components shall be installed and available when needed to serve the pertinent portion of the Development.

4.1 Section 6.2.1 of Article VI is hereby deleted in its entirety and replaced by the following:

"6.2.1. Village's Construction Obligations

Water Treatment Plant. The Village agrees that the Village, at the Village's sole cost and expense, shall be responsible for design, permitting for, and construction of the component of the water system known as the water treatment plant at Well #12 (also known as the Tamms Water Treatment Plant). The timing of commencement of work on the water treatment plant shall be determined in the reasonable judgment of the parties after consulting with each other and considering the need for same to serve any neighborhood (or POD) for which Developer has submitted a final plat for approval by the Village; provided, in the event of a disagreement, in all cases, the decision of the Village shall be final. Should the Village make the final decision, such decision shall be in accordance with generally accepted engineering standards and shall anticipate that such component or components shall be installed and available when needed to serve the pertinent portion of the Development.

Well Abandonment (Well #12). Heretofore Water Well No. 12 was drilled which cannot be connected to the Village water supply and distribution system until the Tamms Water Treatment Plant is installed ("Well No. 12"). If the Illinois Environmental Protection Agency (the "IEPA") shall, prior to the time that the Village is prepared to construct the Tamms Water Treatment Plant, give notice to the Village that Well No. 12 must be abandoned, the Village shall be responsible for properly abandoning Well No.

12, and for drilling a replacement well. The need for such replacement well shall be determined in the reasonable discretion of the parties after consulting with each other and considering such need to serve any neighborhood (or POD) for which Developer has submitted a final plat for approval by the Village; provided, in the event of a disagreement, in all cases, the decision of the Village shall be final. Should the Village make the final decision, such decision shall be in accordance with generally accepted engineering standards and shall anticipate that such component or components shall be installed and available when needed to serve the pertinent portion of the Development.”

4.2 Section 6.2.2 of Article VI is hereby deleted in its entirety and replaced by the following:

"6.2.2. Construction of the Water System Components of the Integrated System by Developer

Developer is responsible for designing, seeking permits for, bidding and constructing at its cost and expense all the water system components of the Project listed on **Updated Exhibit "O"** as "to be constructed by Developer" except that the Village will be responsible for designing and seeking permits for the pressure reducing valves ("PRV's") listed on said **Exhibit "O."** Developer shall be responsible to pay both the costs and expenses of such designing and permitting, and after the Village has completed design and permitting, the costs and expenses of construction of the PRV's. The timing and sequence in which such components are to be constructed shall be determined in the reasonable discretion of the parties after consulting with each other and considering the need for any such components to serve any neighborhood (or POD) for which Developer has submitted a final plat for approval by the Village; provided, in the event of a disagreement, in all cases, the decision of the Village shall be final; and further, should

the Village make the final decision, such decision shall be in accordance with generally accepted engineering standards and shall anticipate that such component or components shall be installed and available when needed to serve the pertinent portion of the Development. Security for the components to be constructed by Developer shall be posted with the Village at such time as construction is to be commenced. No recapture shall be due or payable to Developer as reimbursement for the costs incurred in constructing said components. If any of the components are required for development of the HG Property, prior to construction by Developer, such components shall be constructed by the HG Property Owner in accordance with the provisions of Section 6.4.1."

4.3 New Section 6.2.5 is added:

"6.2.5 Well Abandonment (Well #11). Heretofore, a water well was drilled (Well # 11, the "Melms Road Well") which cannot at this time be connected to the Village water supply and distribution system, and which at the present time is capped and not in service. In the event that the IEPA shall, prior to the time said well can be so connected and put in service, give notice to the Village that said well must be abandoned, Developer shall be responsible for properly abandoning the Melms Road Well, at its sole cost and expense, in compliance with such notice."

4.4 Section 6.3.2 of Article VI is hereby deleted in its entirety and replaced by the following:

"6.3.2. Construction of Waste Water Components of the Integrated System by Developer

Developer is responsible for designing, seeking permits for, bidding and constructing at its cost and expense all the wastewater components of the Project listed on Updated Exhibit "P" as "to be constructed by the Developer," except that the Village will be responsible for designing and obtaining permits for the Prairie Ridge Lift Station listed on said Exhibit "P." Developer shall be responsible to pay both the costs and expenses of such designing and permitting, and after the Village has completed the design and permitting, the costs and expenses of construction of the lift station. The timing and sequence in which such components shall be constructed shall be determined in the reasonable discretion of the parties after consulting with each other and considering the need for any such components to serve any neighborhood (or POD) for which Developer has submitted a final plat for approval by the Village; provided, in the event of a disagreement, in all cases, the decision of the Village shall be final. Should the Village make the final decision, such decision shall be in accordance with generally accepted engineering standards and shall anticipate that such component or components shall be installed and available when needed to serve the pertinent portion of the Development.

No recapture shall be due or payable to Developer as reimbursement for the costs incurred in constructing said components. Notwithstanding the foregoing, Village agrees to take such actions and adopt such ordinances as may be required to provide Developer a recapture right against adjacent properties for certain expenses incurred in constructing a portion of the Hampshire Creek Interceptor Sewer, and for certain expenses incurred

under the Agreement for Financing Expansion of the Waste Water Treatment Facility to 1.5 mgd Capacity, dated February 2, 2006. If any of the components are required by the HG Property, prior to construction by Developer, such components shall be installed by the HG Property Owner in accordance with the provisions of Section 6.4.1 above.

In consideration of a payment of \$15,000 by Developer to the Village on the Settlement Date in full satisfaction of any uncompleted obligations Developer may have with respect to completion of electric and plumbing work on the Oakstead Lift Station, the Village shall assume all obligations for completing such electrical and/or plumbing work on the Lift Station. Developer's only obligations related to the Oakstead Lift Station shall be the connection of the Lift Station to the Village's wastewater system and for the paving work and landscaping work related to said lift station as described in the approved lift station plans."

4.5 New Section 6.4.1 is hereby added to Article VI:

"6.4.1 Assumption of Developer's Obligations by HG Property Owner

Updated Exhibits "O" and "P" identify certain Integrated System components which are necessary to provide sewer and water service to a development known as Hampshire Grove (the "HG Facilities") which development will be located on land not subject to the Annexation Agreement and not subject to the Tamms Agreement (the "HG Property") and which is not owned by Developer. In the event that development of the HG Property requires the construction of the HG Facilities prior to the time that such Facilities are needed by and/or have been constructed by Developer, then the owner of the HG Property, its successors or assigns (collectively referred to herein as the "HG Property Owner") shall, with the Village Engineer's Approval, have the right, at its sole cost and

expense, to design, permit and construct such Facilities. To the extent that the HG Property Owner undertakes to construct any of the HG Facilities, such owner shall be entitled to receive from the water connection fees and sewer connection fees due to the Village for connections to the HG Facilities that share of such fees that would otherwise have been payable to Developer pursuant to the terms of this Second Amendment. Developer hereby waives its right to receive such payments until the HG Property Owner has received reimbursement from such connection fees equal to the costs incurred by such owner to construct some or all of the HG Facilities, as certified by the Village Engineer. When such owner has received reimbursement of such certified costs in full, then the balance of such connection fees shall be due and payable to Developer. Developer shall grant to the HG Property Owner, and its agents, employees, servants and contractors, a right of access and such permanent and temporary easements for construction purposes, and shall make such dedications of right-of-way, as may be necessary and convenient to perform construction of any such HG Facilities.

V. TRANSPORTATION SYSTEM COMPONENTS

Updated Exhibit "U" attached hereto lists the Transportation System Components which have already been completed and lists those components which have not been completed. The list of uncompleted Transportation System Components is comprised of (i) those components which Developer will construct at its cost and expense as called for in the original Annexation Agreement, Article VIII: Roads and Highways, unless in the reasonable judgment of the parties after consulting with each other, it is determined that such components are not needed to serve a neighborhood (or POD) for which Developer has submitted a final plat for approval by the Village (provided, in the event of a

disagreement, the decision of the Village shall be final); (ii) those components which also serve the HG Property and which the HG Property Owner may, at its expense and in accordance with the provisions in this Article V, construct if needed for development of the HG Property before such components have been constructed by Developer, and (iii) those components which the Village and Developer may determine are not needed and which will not be constructed (provided, in the event of a disagreement, the decision of the Village shall be final). Should the Village make the final decision regarding construction of any such components, such decision shall be as determined by the Village Engineer in accordance with generally accepted engineering standards and shall anticipate that such component or components shall be installed and available when needed to serve the pertinent portion of the Development.

There are certain transportation system improvements identified on Updated Exhibit "U" which will serve the HG Property. In the event that development of the HG Property requires the construction of such transportation improvements prior to the time that such transportation improvements are needed by and/or constructed by Developer, then the HG Property Owner shall have the right, at its sole cost and expense, to design, obtain permitting for, and construct such transportation improvements. To the extent that the HG Property Owner undertakes to construct said transportation improvements, such work shall be subject to the following (as agreed by and between Developer and the HG Property Owner, and as expressed in the draft Annexation Agreement for the HG Property):

Owners [of the Hampshire Grove Property] shall as part of Ridgeview Extension-Part 1 [in Hampshire Grove] construct the improvements at the Intersection of Ridgeview Boulevard and Big Timber Road as directed by the Village Engineer or KDOT; to the extent that improvements on the south side

of the roadway are included, and to the extent that said improvements are not constructed by the owner of the property located on the south side of Big Timber Road, to wit: Crown Community Development or its assignee [currently, Hampshire West, LLC, "Developer West"], then Owners shall construct same, subject to a reimbursement from Crown Community Development or its assignee, as the case may be. In the alternative, should Crown construct all the required intersection improvements, including on the north side thereof, then Owners shall reimburse Crown Community Development or its assignee. In any event, all required improvements shall be constructed by one party or the other as part of one and the same project and at the same time. Owners and Crown shall agree between them as to a form of recapture or reimbursement to become due one to the other and shall file evidence of such agreement with the Village Clerk prior to final acceptance of the work by the Village. Unless otherwise agreed by and between the parties, reimbursement shall be due from the one party to the other at such time as the first Final Plat for land owned by the reimbursing party adjacent to the intersection is recorded."

Developer shall grant to the HG Property Owner and its agents, employees, servants and contractors, a right of access and such permanent easements and temporary easements for construction purposes, and shall make such dedications of right-of-way, as may be reasonably necessary and convenient to perform construction of any such transportation improvements.

The Village shall have a continuing obligation to incorporate into the annexation agreement for the HG Property provisions which are consistent with the provisions of this Article V.

VI. FURTHER REVISIONS TO ARTICLE XI. "PUBLIC IMPROVEMENT FINANCING"

The parties hereto have agreed to make further additions, deletions and revisions – which are set forth below – to Article XI. "Public Improvement Financing" which was amended and restated in its entirety by the First Amendment. The amendment to Article XI sets forth below set forth the agreements for funding uncompleted components of the Integrated System described on **Updated Exhibit "O" and "P"** attached hereto and the

uncompleted Transportation System Components described and depicted on **Updated Exhibit "U"** attached hereto.

6.1 Section 11.4.1 of Article XI is hereby deleted in its entirety and replaced by the following provision:

"Section 11.4.1 Connection Fees Prepaid

Except as otherwise provided herein, from and after the Settlement Date and as consideration for the cancellation of the Junior Debt Certificates, 100% of the water connection fees and 100% of the sewer connection fees otherwise payable to the Village from the Property and the Expanded Tamms Property shall be deemed to be prepaid in perpetuity. This provision of the Second Amendment is intended to supersede all provisions of the Annexation Agreement and the Tamms Agreement which provide for the payment of such connection fees from the Property and the Tamms Property. Water connection fees and sewer connection fees specified in Subsection 12.3.3 of Article XII of the Annexation Agreement shall continue to be due and payable from the owners of the Other Non-owned Prairie Ridge Lots and shall be collected by the Village when applications are made for building permits for such Lots. When such connection fees are collected by the Village from the other Non-owned Prairie Ridge Lots, such connection fees shall be:

- a) Delivered to the Bond Trustee in the event that any Series 2007B Bonds remain outstanding after the Settlement Date since such connection fees secure repayment of Series 2007 B Bonds; or
- b) Delivered to Developer, to the extent not needed to pay Series 2007B Bonds.

The obligation of the Village to collect and deliver such connection fees to Developer shall continue until the first to occur of the following: building permits shall have been issued for all other Non-owned Prairie Ridge Lots, or July 26, 2037.”

6.2 Provisions 11.5.1 and 11.5.2 of Section 11.5 of Article XI of the First Amendment are hereby deleted in their entirety and replaced by the provisions set forth below.

As part of this revision to Section 11.5, Developer hereby releases all rights to receive: The lesser of (i) 50% of the water and sewer user charges collected by the Village from users in the Property, the Brier Hill Property, the Expanded Tamms Property, together with users in the Future Developments who utilize the water and sewer components of the Integrated System and with users in the Future Developments who utilize only the waste water treatment components of the Integrated System; or (ii) the net operating revenues of the Village's sewer and water system, after payment of all operating expenses and debt service currently payable from sewer and/or water system revenues; and that paragraph of Section 11.5.1 of the First Amendment, captioned “User Charges or Net Operating Revenues” shall be and is deleted.

"11.5 Other Revenues to be Paid to Developer

11.5.1. Connection Fees and Other Fees As consideration for cancellation of the Junior Debt Certificates and the Obligations delivered to the Village for cancellation, the Village shall pay Developer 70% of the water connection fees and 70% of the sewer connection fees collected by the Village from users in Future Developments who utilize the water and sewer components of the Integrated System; as to any such users who utilize only the waste water treatment components of the Integrated System, then 70% of only the sewer connection fee shall be so applied. Provided, in the event the IEPA shall

notify the Village that it is necessary to abandon Well No. 12 (the "IEPA Notice"), then from and after the date of such notice the Village shall be entitled to retain 40% of the water connection fees and sewer connection fees due and payable from users in Future Developments; and the Village shall be responsible to remit only 60% of same to Crown. Furthermore, to the extent that the Village has retained only 30% of the water connection fees and/or sewer connection fees paid to the date of the IEPA Notice, and has remitted 70% thereof to Crown, said amounts shall then be re-calculated to 60% (Crown share) and 40% (Village share) and either i) Crown shall promptly remit to the Village the amount of the difference accrued to date; or ii) if such will achieve the appropriate shares, the Village shall retain 100% of such fees due from and thereafter payable by users in Future Developments when received by the Village so as to provide to the Village 40% and Crown 60% of the total water connection fees and sewer connection fees due from and paid by such users to date. At such time as the Village has obtained an amount equal to 40% of the total water connection fees and sewer connection fees due from and paid by such users to date, the Village shall thereafter resume splitting such fees with Crown on a 60% - 40% basis, when payments have been received from such users.

In addition, 100% of the Waste Water Treatment Impact Fees and 100% of the sewer connection fees, both as described in the Brier Hill Annexation Agreement, collected by the Village from the Business Park portion of the Brier Hill Property, shall be first applied to payment of Prior Debt and then any balance thereof remaining shall be paid to Village for the first 500 PE and then any balance thereof remaining shall be paid to Developer for all remaining PE.

11.5.2. Recaptures. Amounts, including interest due thereon payable pursuant to Recapture Agreements, when paid by the owners of Future Developments which benefit from the Transportation System Components of the Project, shall be paid to Developer."

6.3 Deletions of Section 11.6.1 and 11.6.2

Developer hereby agrees that the Village Covenants set forth in Section 11.6.1 with respect to reductions in user charges, and in Section 11.6.2 with respect to the issuance of additional debt payable from sewer and water system revenues, shall be and hereby are released and said Sections of the First Amendment shall be and are hereby deleted.

6.4 The Village Covenant set forth in Section 11.6.3 is hereby revised to read as follows:

"11.6.3. For so long as connection fees are payable hereunder to Developer, the Village shall not reduce the amount of water connection fees or the amount of sewer connection fees payable to the Village from the amounts of each in effect as of the date of this Second Amendment without the consent of Developer and shall not pledge or otherwise encumber such connection fees for the payment of any new debt incurred by the Village."

6.5 New Section 11.8 is hereby added to Article XI:

"11.8 Developer agrees that it shall not ask the Village to establish any new Special Services Areas for the Property or the Expanded Tamms Property."

6.6 New Section 11.9 is hereby added to Article XI:

"11.9 The Village's obligation to collect water connection fees and/or sewer connection fees, and deliver same or a portion of same to Developer as described in this Second Amendment constitutes a limited obligation of the Village payable solely from amounts

received by the Village as and for such connection fees, and 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."

VII. IMPACT FEES

The Village hereby agrees that the land/cash and other Impact Fees for schools, parks, public sites, library, and fire protection, and transportation named in Section 12.2 of the Annexation Agreement and listed in Section 12.3.3 of the Annexation Agreement shall not be increased above the amounts specified in Section 12.3.3 during the first 15 years of the term of the Annexation Agreement. In addition, Developer shall pay an impact fee for cemetery purposes, at the rate of \$50.00 per dwelling unit (which reflects a credit to Developer of \$80,000 for prior contributions for cemetery purposes), commencing with those units constructed after the 15th year of the Annexation Agreement. The parties, however, do agree that the Village's Transition Fees are subject to modification annually by a percentage equal to the percentage increase or decrease in the Consumer Price Index for any calendar year after 2005. Also, Developer and the Village agree that between the date of this Second Amendment and the beginning of the 16th year of the term of the Annexation Agreement, the Village shall be allowed to pass through to Developer any increases in building permit fees which are based on any increase in charges to the Village for building permit services from the Village's third party provider of plan review and building inspection services.

Beginning in the 16th year of the term of the Annexation Agreement, and except for fees and land/cash donations which have been fully satisfied by Developer by that time, the amounts then applicable in the Village for land/cash donations, and impact fees, and transition fees, shall

be applicable to the Property and shall be paid at the time of building permit. Developer and the Village further agree that beginning in such 16th year, the Village shall be allowed to pass through to Developer any increases in building permit fees which have been approved by the Corporate Authorities, and Developer shall be liable to pay such building permit fees as are generally applicable throughout the Village at the time of application therefor.”

VIII. OWNER-OCCUPIED AND OTHER NON-OWNED PRAIRIE RIDGE LOTS IN SSA 16

It is understood and agreed that Developer may in its discretion make an offer or offers to the 3rd party owners of the Owner-Occupied Prairie Ridge Lots, and the Other Non-owned Prairie Ridge Lots, in regard to outstanding Special Taxes, waiver or release of any putative right of such owners to enjoy a Community Center to be constructed by Developer in the Prairie Ridge Neighborhood (the “Community Center Waiver”), and other matters relating to the lot or lots owned by them. If any owner of an Owner-Occupied Prairie Ridge Lots execute the Community Center Waiver, then all future Special Taxes will be forgiven as to the subject lot. If the owner of the Other Non-owned Prairie Ridge Lots executes the Community Center Waiver, then the Special Tax applicable to such lots would be reduced from its current level of \$29,164.34 (based on related administrative costs and repayment of Special Subordinate Refunding Obligations to remain outstanding in SSA No. 16) to an amount equal to 40% thereof, or \$11,665.74. The amount of the Obligations that will remain outstanding and applicable to these lots in SSA No. 16 reflects the assumption of costs assumed by Developer for the Prairie Ridge communities and the cash paid by Developer to complete the Tender Offer and to pay the related transaction costs. The terms of any such offer or offers shall be mutually agreed by and between Developer and the Village.

IX. PRIVATE COMMUNITY CENTERS FOR PRAIRIE RIDGE AND OAKSTEAD.

Developer and the Village agree that the commitments made by Developer in Section 12.2.16 of the Annexation Agreement to complete construction of a Private Community Center in each of Prairie Ridge and Oakstead by specific dates with specific amenities are waived and shall be deleted. Hereafter Developer shall have the right to determine if and when such Center or Centers shall be constructed and what facilities shall be included in same. The Village acknowledges that in connection with offering the owners of the Owner-Occupied Prairie Ridge Lots and the Other Non-owned Prairie Ridge Lots a release from the lien of special taxes, Developer may request that the owners will be required to waive any rights to require the construction of a Private Community Center in Prairie Ridge. In addition, the commitments made in Section 12.2.17 of the Annexation Agreement related to such Community Centers are waived and shall be deleted. The Village's agreement to waive and delete such obligations is subject to the express conditions that i) the parcels in Prairie Ridge and Oakstead designated for the Community Centers shall be used for public open space or other public purpose as agreed by and between the parties, for so long as the respective Community Center remains unbuilt and ii) unless otherwise agreed by the Village, such parcels shall be maintained by applicable Homeowners' Association when established and until then by Developer; and iii) the owners of the Owner-Occupied Prairie Ridge Lots shall receive full forgiveness of all future special taxes due and owing if such property owners agree to a waiver or release of any putative right of such owners to enjoy a Community Center to be constructed by Developer in the Prairie Ridge Neighborhood. Provided further, the Village's agreement to waive and delete the commitments otherwise made by the Developer in Sections 12.2.16 and 12.2.17 of the Annexation Agreement is subject to any rights that the owners of the Owner-Occupied Prairie Ridge Lots and/or the

Other Non owned Prairie Ridge Lots may have to seek to enforce such commitments until waived by such owners.

X. NOTICES

Any notice required pursuant to the provisions of the Annexation Agreement and this Second Amendment shall be in writing and be hand delivered or sent by certified mail return receipt requested, postage prepaid or by Federal Express or similar overnight courier service for delivery on the next business day to the following respective addresses until notice of change of address is given, and shall be deemed received, if hand delivered, when so delivered, or, if mailed by certified mail, on the fifth business day following deposit in the U.S. Mail or if sent by overnight courier on the next business day after delivery to such courier.

If to Developer:

Hampshire East LLC
Hampshire West LLC
c/o Crown Community Development 1751 A West
Diehl Road
Naperville, Illinois 60563-4913
Attn: Marvin L. Bailey and Dan Olsem

With copies to:

Gould & Ratner
222 North LaSalle Street, Suite 800
Chicago, Illinois 60601
Attn: John H. Mays

If to Village:

Clerk - Village of Hampshire
234 South State Street
Hampshire, Illinois 60140

With copies to:

Bazos, Freeman, Kramer, Schuster, Vanek & Kolb
1250 Larkin Avenue
Suite 100
Elgin, Illinois 60123
Attn: Mark Schuster

XI. MISCELLANEOUS PROVISIONS

11.1 This Second Amendment may be executed in several counterparts, all of which shall be an original and all of which shall constitute but one and the same agreement.

11.2 Terms not specifically defined in this Second Amendment shall have the meanings attributed to them in the Annexation Agreement.

11.3 Except as modified by this Second Amendment, the terms and provisions of

i) the Annexation Agreement, and of the First Amendment to the Annexation Agreement; and

ii) the Development Agreement, the Annexation and Development Agreement, and the Amendment to Annexation and Development Agreement,

shall remain in full force and effect. In the event of a conflict between a provision of this Second Amendment and a provision in the any of said other documents the provision in this Second Amendment shall govern and control.

11.4 This Second Amendment sets forth all agreements, understandings, and covenants between and among the parties. This Second Amendment supersedes any and all other prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement and understanding of the parties with respect to the provisions of the Annexation Agreement added, deleted and revised by this Second Amendment.

XII. TAMMS AGREEMENT AMENDMENTS.

Consistent with the terms and provisions of this Second Amendment, the terms and provisions of the Development Agreement, Annexation and Development Agreement, and Amendment to Annexation and Development Agreement are also amended and superseded as follows:

12.1. The terms and provisions of Paragraph 3 (H) of the Amendment to Annexation and Development Agreement shall be and hereby are superseded by the terms and provisions of Article VI of this Second Amendment regarding payment of water connection fees and sewer connection fees, and specifically, all water connection fees and sewer connection fees paid to the Village at the time of building permit for lots in the Expanded Tamms Development are included in the description of such fees, and the terms, provisions and conditions for payment of same to Developer after receipt by the Village apply to same, as set forth in this Second Amendment.

12.2. The parties acknowledge and agree that the Special Service Area identified as "under consideration" in Paragraph 6 of the Development Agreement has been formed by the Village and is identified as Village of Hampshire Special Service Area No. 18; and further, that the Special Service Area Bonds described in Paragraph 7 of the Development Agreement have been issued, and are identified as \$4,850,000 Special Service Area Number 18 ("SSA 18"), Special Tax Bonds, Series 2007A (Crown Development Projects - Tamms Farm) as authorized and issued by the Village subject to a certain Trust Indenture, dated as of June 1, 2007, between the Village and Wells Fargo Bank, N.A. as Trustee. The parties acknowledge and agree that said Bonds are subject to the Tender Offer identified in this Second Amendment, and terms, provisions, and conditions thereof.

12.3. The terms and provisions of Paragraph 10 of the Development Agreement, describing certain impact fees and land/cash donations, shall be and are superseded by the terms and provisions of Article VII of this Second Amendment.

12.4. It is understood and agreed that all public improvements needed or intended for the Expanded Tamms Property are described among the improvements identified in Article IV of the Second Amendment and referred to herein as the Project, and notwithstanding anything to

the contrary contained in the Development Agreement, Annexation and Development Agreement, and Amendment to Annexation and Development Agreement, construction and/or installation of all the public improvements as are necessary to serve the residences to be constructed on the Expanded Tamms Property are described in Article IV, and shall be subject to the terms, provisions, and conditions thereof.

XIII. OUTSTANDING WORK / PAYMENTS.

Notwithstanding anything to the contrary contained in this Second Amendment, Developer shall conclude all work on components to the Integrated System, portions of the Transportation System Improvements, or any other discrete portion of the Project commenced prior to the date of this Second Amendment, and shall make payment to the Village on all outstanding invoices for work performed to date, including specifically, but not limited to, work on and/or payments due for work on the Expansion of the WWTF to 2.76 mgd capacity, and on Well No.12 Water Treatment Plant, and on the Oakstead Lift Station. The parties acknowledge and agree that, upon termination of the Trust Indentures between the Village and Wells Fargo Bank as Bond Trustee, funds remaining in the Improvement Funds for SSAs Nos. 16, 17, and 18, if any, will be delivered to the Village; and the Village shall deposit said funds in a separate bank account, to be held for the purposes identified in this Paragraph, subject to disbursement upon satisfactory completion of the work and proper invoicing.

IN WITNESS WHEREOF, the Corporate Authorities and Developer have caused this Second Amendment to be executed by their respective proper officials and representatives, duly authorized to execute the same, on the day and year first above written.

--- Signature Page next follows this page ---

VILLAGE:

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

Attest:

By: *Linda Vasquez*
Linda Vasquez
Village Clerk

By: *Jeffrey R. Magnussen*
Jeffrey R. Magnussen
Its President



DEVELOPER EAST:

**HAMPSHIRE EAST LLC, an Illinois limited
liability company**

By: *Marvin N. Barley*
Name: MARVIN N. BARLEY
Title: Authorized Signatory

DEVELOPER WEST:

**HAMPSHIRE WEST LLC, an Illinois
limited liability company**

By: *Marvin N. Barley*
Name: MARVIN N. BARLEY
Title: Authorized Signatory

Schedule of Exhibits

EXHIBIT "A"	Description of the Property
EXHIBIT "A-1"	Description of the Expanded Tamms Property
EXHIBIT "B"	Tender Offer
UPDATED EXHIBIT "O"	Water System Components
UPDATED EXHIBIT "P"	Waste Water Components
UPDATED EXHIBIT "U"	Transportation System Components
EXHIBIT "Z"	Permanent Index Information

Unofficial

Exhibit A + A-1

Description of the Property

Legal Description of the Prairie Ridge Community
(lands described as Tract 1 in the Annexation Agreement and excepting out those parcels subsequently conveyed)

PARCEL ONE:

THAT PART OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE FORMER CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE WESTERLY ALONG SAID NORTH LINE OF 496.50 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED BY DOCUMENT 988488; THENCE NORTHERLY ALONG THE WEST LINE OF SAID TRACT AND THE WEST LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT 1114654, 640.66 FEET TO THE NORTHWEST CORNER OF SAID TRACT CONVEYED BY DOCUMENT 1114654; THENCE EASTERLY ALONG THE NORTH LINE OF SAID TRACT CONVEYED BY DOCUMENT 1114654, 39.70 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21, 1537.82 FEET TO A POINT THAT IS 379.38 FEET SOUTHERLY OF (MEASURED ALONG SAID PARALLEL LINE EXTENDED) A LINE DRAWN PARALLEL WITH AND 33.0 FEET SOUTHERLY OF THE CENTER LINE OF ALLEN ROAD (MEASURED AT RIGHT ANGLES THERETO) FOR A POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE LAST DESCRIBED COURSE 1537.82 FEET TO THE NORTH LINE OF SAID TRACT OF LAND CONVEYED BY DOCUMENT 1114654; THENCE EASTERLY ALONG THE NORTH LINE OF SAID TRACT CONVEYED BY DOCUMENT 1114654, 1304.75 FEET TO THE NORTHEAST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT 1595225, 1058.0 FEET TO AN ANGLE IN THE NORTH LINE OF SAID TRACT CONVEYED BY DOCUMENT 1595225; THENCE EASTERLY ALONG A NORTH LINE OF SAID TRACT CONVEYED BY DOCUMENT 1595225, FORMING AN ANGLE OF 169 DEGREES 09 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 162.84 FEET TO THE NORTHEAST CORNER THEREOF, BEING ALSO ON THE WEST LINE EXTENDED NORTHERLY OF BLOCK 8, WHELPLEY AND RINN'S ADDITION TO HAMPSHIRE CENTER; THENCE SOUTHERLY ALONG THE WEST LINE EXTENDED OF SAID BLOCK 8, 21.42 FEET TO A POINT THAT IS 140.0 FEET NORTHERLY OF THE NORTHWEST CORNER OF SAID BLOCK 8; THENCE EASTERLY 130.41 FEET TO A POINT ON THE EAST LINE EXTENDED NORTHERLY OF SAID BLOCK 8 THAT IS 150.0 FEET NORTHERLY OF THE NORTHEAST CORNER OF SAID BLOCK 8; THENCE EASTERLY AT RIGHT ANGLES TO THE EAST LINE OF SAID BLOCK 8, 50.0 FEET TO THE EAST LINE EXTENDED NORTHERLY OF EAST STREET; THENCE NORTHERLY ALONG THE EAST LINE OF SAID EAST STREET EXTENDED AT RIGHT ANGLES TO

THE LAST DESCRIBED COURSE 30.49 FEET TO A LINE DRAWN PARALLEL WITH AND 697.0 FEET NORTHERLY OF THE CENTER LINE OF SAID RAILROAD (MEASURED ALONG THE EAST LINE OF SAID SECTION 21); THENCE EASTERLY PARALLEL WITH SAID CENTER LINE 393.0 FEET TO THE EAST LINE OF SAID SECTION 21; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SECTION 21; 626.90 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE NORTHERLY ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 882.22 FEET TO A POINT THAT IS 441.27 FEET SOUTHERLY OF THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 280.0 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER 155.57 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 170.0 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 285.70 FEET TO THE NORTH LINE OF SAID SOUTH HALF; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTH HALF 2189.81 FEET TO THE NORTHWEST CORNER OF SAID SOUTH HALF; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21, 173.75 FEET TO A LINE DRAWN PARALLEL WITH AND 284.0 FEET EASTERLY OF (MEASURED AT RIGHT ANGLES THERETO) A LINE DRAWN PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 21 FROM THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID EAST HALF 416.17 FEET TO A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID EAST HALF FROM THE POINT OF BEGINNING; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 284.0 FEET TO THE POINT OF BEGINNING, ALL IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL TWO:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 16, ALSO THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, ALSO THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, ALSO THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, ALL IN TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL THREE:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTHEAST QUARTER OF THE SOUTHEAST OF SAID SECTION 16 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 51 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE THEREOF, 445.0 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 15

SECONDS WEST, 298.58 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, 445.0 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE NORTH 0 DEGREES 02 MINUTES 15 SECONDS EAST ALONG SAID WEST LINE, 300.00 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT THE SOUTH 400 FEET OF THE EAST 400 FEET THEREOF), IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL FOUR:

THE SOUTH HALF OF THE NORTHWEST QUARTER (EXCEPT THE EAST 907.50 FEET THEREOF), AND THE NORTH HALF OF THE SOUTHWEST QUARTER (EXCEPT THE EAST 907.50 FEET THEREOF), OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL FIVE:

THE NORTHWEST QUARTER (EXCEPT THE NORTHERLY 289.50 FEET OF THE EASTERLY 1097.00 FEET THEREOF), AND ALSO EXCEPTING THEREFROM THAT PART PREVIOUSLY ANNEXED TO THE VILLAGE OF HAMPSHIRE, OF THE NORTHEAST QUARTER AND NORTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, HAMPSHIRE TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL SIX:

THAT PART OF SECTIONS 8, 9 AND 17, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF SOUTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 89 DEGREES 22 MINUTES 26 SECONDS EAST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 661.53 FEET TO THE NORTHWEST CORNER OF EAST HALF OF NORTHEAST QUARTER OF NORTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTH 0 DEGREES 24 MINUTES 15 SECONDS WEST ALONG THE WEST LINE OF SAID EAST HALF OF SAID QUARTER QUARTER, 1311.63 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 24 MINUTES 16 SECONDS EAST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER, 660.52 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES 26 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID QUARTER QUARTER, 1311.47 FEET TO THE NORTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 89 DEGREES 26 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2637.95 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 28 MINUTES 47 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 1315.76 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 07 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID WEST

HALF, 660.14 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 31 MINUTES 37 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTH HALF, 1316.50 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES 11 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF SAID NORTH HALF, 661.22 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 34 MINUTES 28 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTH HALF, 1317.24 FEET TO THE EAST LINE OF WEST HALF OF SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 0 DEGREES 07 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE AND ALONG THE EAST LINE OF EAST HALF OF NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 1644.09 FEET TO THE CENTER LINE OF MELMS ROAD; THENCE SOUTH 89 DEGREES 42 MINUTES 11 SECONDS WEST ALONG SAID CENTER LINE, 2188.51 FEET; THENCE NORTH 85 DEGREES 30 MINUTES 03 SECONDS WEST 673.82 FEET; THENCE NORTH 79 DEGREES 53 MINUTES 30 SECONDS WEST ALONG THE CENTER LINE OF MELMS ROAD, 1373.32 FEET TO A POINT OF CURVE; THENCE WESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1270.0 FEET, AN ARC DISTANCE OF 596.22 FEET, (THE CHORD OF THE LAST DESCRIBED CURVE BEARING SOUTH 86 DEGREES 39 MINUTES 34 SECONDS WEST 590.76 FEET); THENCE SOUTH 73 DEGREES 12 MINUTES 37 SECONDS WEST ALONG SAID CENTER LINE 497.45 FEET TO THE WEST LINE OF EAST HALF OF NORTHEAST QUARTER OF SECTION 8 AFORESAID; THENCE SOUTH 0 DEGREES 05 MINUTES 21 SECONDS WEST ALONG SAID WEST LINE, 372.07 FEET TO THE SOUTH LINE OF NORTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 0 DEGREES 05 MINUTES 26 SECONDS WEST ALONG THE WEST LINE OF EAST HALF OF SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 2644.53 FEET OF BEGINNING, IN HAMPSHIRE TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL SEVEN:

THE WEST 822.09 FEET (AS MEASURED ALONG THE NORTH AND SOUTH LINES) OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, IN KANE COUNTY, ILLINOIS.

PARCEL EIGHT:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID EAST HALF OF THE SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 22 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE THEREOF 490.75 FEET; THENCE NORTH 0 DEGREES 29 MINUTES 21 SECONDS EAST ALONG A LINE 822.09 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID EAST HALF, 2643.56 FEET TO THE EAST AND WEST CENTERLINE OF SAID SECTION 16; THENCE SOUTH 89 DEGREES

22 MINUTES 33 SECONDS EAST ALONG SAID LINE 833.23 FEET; THENCE SOUTH 0 DEGREES 31 MINUTES 14 SECONDS WEST AND PARALLEL TO THE EAST LINE OF SAID WEST HALF OF SOUTHEAST QUARTER, 2410.88 FEET TO A LINE 231.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 39 MINUTES 18 SECONDS WEST ALONG SAID LINE 117.90 FEET TO A LINE 1097.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE SOUTH 0 DEGREES 31 MINUTES, 14 SECONDS WEST ALONG SAID LINE 231.0 FEET TO THE SOUTH LINE THEREOF; THENCE NORTH 89 DEGREES 39 MINUTES 18 SECONDS WEST ALONG SAID SOUTH LINE 223.13 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL NINE:

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTHERLY ALONG THE EAST LINE OF SAID WEST HALF, 99.0 FEET; THENCE SOUTHWESTERLY 139.90 FEET TO A POINT ON THE SOUTH LINE OF SAID WEST HALF THAT IS 99.0 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTH LINE, 99.0 FEET TO THE POINT OF BEGINNING, KANE COUNTY, ILLINOIS.

PARCEL TEN:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY OF THE CENTER LINE OF BIG TIMBER ROAD, KANE COUNTY, ILLINOIS.

PARCEL ELEVEN:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY OF THE CENTER LINE OF BIG TIMBER ROAD, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF SAID CENTER LINE OF BIG TIMBER ROAD WITH THE WEST LINE OF SAID EAST HALF; THENCE SOUTHERLY ALONG SAID WEST LINE, 654.95 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE, 442.59 FEET; THENCE NORTHERLY, PARALLEL WITH SAID WEST LINE, 424.79 FEET TO SAID CENTER LINE; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, 500.0 FEET TO THE POINT OF BEGINNING, KANE COUNTY, ILLINOIS.

PARCEL TWELVE:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN HAMPSHIRE TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL THIRTEEN:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID WEST HALF THAT IS 269.0 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 0 DEGREES 31 MINUTES 14 SECONDS WEST ALONG SAID EAST LINE 329.28 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 40 SECONDS WEST 281.05 FEET; THENCE SOUTH 0 DEGREES 46 MINUTES 20 SECONDS WEST 170.0 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 40 SECONDS EAST 281.80 FEET TO THE EAST LINE OF SAID WEST HALF; THENCE SOUTH 0 DEGREES 31 MINUTES 14 SECONDS WEST ALONG SAID EAST LINE TO A POINT 231.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID WEST HALF; THENCE NORTH 89 DEGREES 39 MINUTES 18 SECONDS WEST ALONG SAID LINE 979.10 FEET; THENCE NORTH 0 DEGREES 31 MINUTES 14 SECONDS EAST AND PARALLEL TO THE EAST LINE OF SAID WEST HALF 2410.88 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 16; THENCE SOUTH 89 DEGREES 22 MINUTES 33 SECONDS EAST ALONG SAID LINE 649.10 FEET TO A POINT 330.0 FEET WEST OF THE NORTHEAST CORNER OF SAID WEST HALF (AS MEASURED ALONG SAID NORTH LINE); THENCE SOUTH 0 DEGREES 31 MINUTES 14 SECONDS WEST, PARALLEL TO THE EAST LINE OF SAID WEST HALF 269.0 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 33 SECONDS EAST, PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST QUARTER, 330.0 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

EXCEPTING FROM THE ABOVE REFERENCED DESCRIPTIONS THE FOLLOWING SEVEN (7) PARCELS:

EXCEPTION PARCEL 1:

PARCEL CONVEYED BY HAMPSHIRE WEST LLC TO THE VILLAGE OF HAMPSHIRE RECORDED JUNE 21, 2007 AS DOCUMENT NO. 2007K065914 AND DESCRIBED AS FOLLOWS:

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST QUARTER QUARTER AND THE CENTERLINE OF MELMS ROAD; THENCE NORTH 89 DEGREES 21 MINUTES 02 SECONDS EAST, ALONG SAID CENTERLINE, 730.83 FEET;

THENCE SOUTH 00 DEGREES 38 MINUTES 58 SECONDS EAST, 33.00 FEET, TO THE SOUTHERLY RIGHT OF WAY OF MELMS ROAD AND THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 21 MINUTES 02 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY, 477.93 FEET; THENCE SOUTH 00 DEGREE3S 13 MINUTE 35 SECONDS EAST, 27.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 02 SECONDS WEST, PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY OF MELMS ROAD, 477.73 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 58 SECONDS WEST, 27.00 FEET, TO THE POINT BEGINNING.

EXCEPTION PARCEL 2:

PARCEL CONVEYED BY HAMPSHIRE WEST LLC TO THE HAMPSHIRE FIRE PROTECTION DISTRICT RECORDED JUNE 21, 2007 AS DOCUMENT NO. 2007K065915 AND DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST QUARTER QUARTER AND THE CENTERLINE OF MELMS ROAD; THENCE NORTH 89 DEGREES 21 MINUTES 02 SECONDS EAST, ALONG SAID CENTERLINE, 731.28 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 58 SECONDS EAST, 60.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 21 MINUTES 02 SECONDS EAST, PARALLEL WITH SAID CENTERLINE OF MELMS ROAD, 477.73 FEET; THENCE SOUTH 45 DEGREES 26 MINUTES 17 SECONDS EAST, 70.45 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 35 SECONDS EAST, PARALLEL WITH CENTERLINE OF HARMONY ROAD, (SAID CENTERLINE ALSO BEING THE EAST LINE OF SAID SOUTHWEST QUARTER QUARTER), 200.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 02 SECONDS WEST, PARALLEL WITH SAID CENTERLINE OF MELMS ROAD, 527.73 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 35 SECONDS WEST, PARALLEL WITH SAID CENTERLINE OF HARMONY ROAD, 250.00 FEET, TO THE POINT OF BEGINNING.

EXCEPTON PARCEL 3 (CONSISTING OF 2 PARCELS):

PARCELS CONVEYED BY HAMPSHIRE WEST LLC TO PRAIRIE RIDGE OF HAMPSHIRE HOMEOWNERS ASSOCIATION RECORDED DECEMBER 21, 2009 AS DOCUMENT NO. 2009K094016 AND DESCRIBED AS FOLLOWS:

PARCEL ONE:

LOTS 1350, 1351, 1353, 1354, 1355, AND 1356 IN PRAIRIE RIDGE - NEIGHBORHOOD N & S, BEING A SUBDIVISION OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 2006 AS DOCUMENT NUMBER 2006K075586, IN KANE COUNTY, ILLINOIS.

PARCEL TWO:

LOTS 1343, 1344 AND 1345 IN PRAIRIE RIDGE NEIGHBORHOOD 0, PART OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 2006 AS DOCUMENT NUMBER 2006K069729, IN VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

EXCEPTION PARCEL 4 (CONSISTING OF TWO PARCELS):

PARCEL CONVEYED BY HAMPSHIRE WEST LLC TO VILLAGE OF HAMPSHIRE RECORDED DECEMBER 29, 2009 AS DOCUMENT NO. 2009K095454 AND DESCRIBED AS FOLLOWS:

PARCEL ONE:

THAT PART OF SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 46 MINUTES 39 SECONDS WEST, 60.00 FEET, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE WEST LINE OF HARMONY ROAD AS DEDICATED PER DOCUMENT 2009K011867; THENCE SOUTH 00 DEGREES 07 MINUTES 54 SECONDS WEST, 50.00 FEET, ALONG SAID WEST LINE, BEING PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 46 MINUTES 39 SECONDS WEST, 210.01 FEET, PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 07 MINUTES 54 SECONDS WEST, 383.90 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 06 SECONDS WEST, 189.99 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 54 SECONDS EAST, 90.14 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED COURSE, 91.43 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 153.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 16 DEGREES 59 MINUTES 16 SECONDS WEST; THENCE NORTH 58 DEGREES 07 MINUTES 54 SECONDS EAST, 124.42 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 54 SECONDS EAST, 141.92 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 39 SECONDS EAST, 110.99 FEET, PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, TO THE POINT OF BEGINNING.

PARCEL TWO:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF MELMS ROAD (BEING 33 FEET SOUTHERLY OF THE CENTERLINE THEREOF AS DEDICATED PER DOCUMENT 621792) AND THE EAST LINE OF SAID NORTHWEST QUARTER (THE FOLLOWING 3 COURSES ARE ALONG SAID SOUTHERLY RIGHT OF WAY); THENCE SOUTH 89 DEGREES 21 MINUTES 02 SECONDS WEST, 923.33 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 3403.46 FEET, AN ARC LENGTH OF 618.07 AND A CHORD BEARING OF NORTH 85 DEGREES 26. MINUTES 49 SECONDS WEST, TANGENT TO THE LAST DESCRIBED COURSE; THENCE NORTH 80 DEGREES 14 MINUTES 40 SECONDS WEST, 99.09 FEET, TANGENT TO THE LAST DESCRIBED COURSE; THENCE SOUTH 00 DEGREES 01 MINUTES 18 SECONDS WEST, 111.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTES 18 SECONDS WEST, 158.71 FEET; THENCE WESTERLY, 75.59 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 470.00 FEET, THE CHORD OF SAID CURVE BEARING, NORTH 83 DEGREES 21 MINUTES 15 SECONDS WEST; THENCE NORTH 00 DEGREES 01 MINUTES 18 SECONDS EAST, 150.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 42 SECONDS EAST, 75.00 FEET TO THE POINT OF BEGINNING.

EXCEPTON PARCEL 5:

PARCEL CONVEYED BY HAMPSHIRE WEST LLC TO VILLAGE OF HAMPSHIRE RECORDED OCTOBER 20, 2009 AS DOCUMENT NO. 2009K078203 AND DESCRIBED AS FOLLOWS:

THAT PART OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21 PER MONUMENT RECORD 1557006; THENCE NORTH 89 DEGREES 50 MINUTES 03 SECONDS WEST, 40.00 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE WEST LINE OF STATE STREET AS DEDICATED PER DOCUMENT 2006K09468 (THE FOLLOWING 2 COURSES ARE ALONG SAID WEST LINE); THENCE NORTH 00 DEGREES 18 MINUTES 32 SECONDS EAST, 0.05; THENCE NORTH 00 DEGREES 10 MINUTES 02 SECONDS EAST, 69.21 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 27 DEGREES 58 MINUTES 54 SECONDS WEST, 512.89 FEET; THENCE SOUTH 74 DEGREES 54 MINUTES 52 SECONDS WEST, 452.57 FEET; THENCE NORTH 80 DEGREES 42 MINUTES 02 SECONDS WEST, 431.12 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 02 SECONDS EAST, 617.90 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, 716.64 FEET; THENCE EASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 136.36 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 340.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 78 DEGREES 35 MINUTES 03 SECONDS EAST; THENCE NORTH 67 DEGREES 05 MINUTES 40 SECONDS EAST, 55.08 FEET, TANGENT TO THE LAST DESCRIBED COURSE; THENCE EASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 104.28 FEET ALONG A CURVE TO THE

RIGHT, HAVING A RADIUS OF 260.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 78 DEGREES 35 MINUTES 03 SECONDS EAST; THENCE SOUTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, 75.13 FEET, TANGENT TO THE LAST DESCRIBED COURSE; THENCE SOUTH 44 DEGREES 52 MINUTES 46 SECONDS EAST, 35.33 FEET TO AFOREMENTIONED WEST LINE OF STATE STREET; THENCE SOUTH 00 DEGREES 10 MINUTES 02 SECONDS WEST, 159.55 FEET, ALONG SAID WEST LINE, TO THE POINT OF BEGINNING.

EXCEPTION PARCEL6:

PARCEL CONVEYED BY HAMPSHIRE WEST LLC TO VILLAGE OF HAMPSHIRE RECORDED DECEMBER 29, 2009 AS DOCUMENT NO. 2009K095453 AND DESCRIBED AS FOLLOWS:

THAT PART OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 21 PER MONUMENT RECORD 1557006; THENCE SOUTH 00 DEGREES 18 MINUTES 32 SECONDS WEST, 626.25 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER TO A LINE THAT IS PARALLEL WITH AND 697.0 FEET NORTHERLY OF, AS MEASURED ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, THE CENTERLINE OF THE FORMER CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTH 89 DEGREES 51 MINUTES 41 SECONDS WEST, 40.00 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, BEING ON THE WEST LINE OF STATE STREET AS DEDICATED PER DOCUMENT 2006K094681; THENCE CONTINUING WESTERLY ALONG SAID PARALLEL LINE 354.31 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF EAST STREET; THENCE SOUTH 00 DEGREES 22 MINUTES 57 SECONDS WEST, 28.33 FEET ALONG SAID NORTHERLY EXTENSION LINE; THENCE NORTH 89 DEGREES 06 MINUTES 17 SECONDS WEST, 50.00 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF EAST STREET THAT IS 150.00 FEET NORTHERLY OF THE NORTHEAST CORNER OF BLOCK 8 IN WHELPLEY AND RINN'S ADDITION TO THE VILLAGE OF HAMPSHIRE; THENCE SOUTH. 85 DEGREES 43 MINUTES 53 SECONDS WEST, 130.43 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID BLOCK 8 THAT IS 140.00 FEET NORTHERLY OF THE NORTHWEST CORNER OF SAID BLOCK 8; THENCE NORTH 00 DEGREES 22 MINUTES 57 SECONDS EAST, 19.42 FEET ALONG SAID NORTHERLY EXTENSION LINE TO THE NORTHEAST CORNER OF PROPERTY CONVEYED BY DOCUMENT 1595225; THENCE, SOUTH 81 DEGREES 23 MINUTES 54 SECONDS WEST, 162.84 FEET ALONG THE NORTH LINE OF SAID PROPERTY CONVEYED BY DOCUMENT 1595225 TO AN ANGLE POINT THEREIN; THENCE NORTH 87 DEGREES 52 MINUTES 18 SECONDS WEST, 1056.45 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF PROPERTY CONVEYED BY DOCUMENT 1.114654; THENCE NORTH 89 DEGREES 51 MINUTES 41 SECONDS WEST, 1304.75 FEET ALONG THE NORTH LINE OF PROPERTY CONVEYED BY DOCUMENT 1114654 TO A LINE THAT IS PARALLEL WITH THE WEST LINE OF THE

EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE NORTH 00 DEGREES 11 MINUTES 20 SECONDS EAST, 40.97 FEET ALONG SAID PARALLEL LINE; THENCE NORTHEASTERLY, 584.31 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2240.00 FEET, THE CHORD OF SAID CURVE BEARING, NORTH 57 DEGREES 00 MINUTES 56 SECONDS EAST; THENCE NORTH 64 DEGREES 29 MINUTES 19 SECONDS EAST, 832.14 FEET, TANGENT TO THE LAST DESCRIBED COURSE; THENCE NORTHEASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 388.40 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1060.00 FEET. THE CHORD OF SAID CURVE BEARING NORTH 53 DEGREES 59 MINUTES 29 SECONDS EAST; THENCE SOUTH 77 DEGREES 37 MINUTES 53 SECONDS EAST, 53.87 FEET; THENCE SOUTH 50 DEGREES 01 MINUTES 10 SECONDS EAST, 45.97 FEET; THENCE EASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 271.64 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 390.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 69 DEGREES 58 MINUTES 22 SECONDS EAST; THENCE SOUTH 89 DEGREES 55 MINUTES 34 SECONDS EAST, 67.97 FEET, TANGENT TO THE LAST DESCRIBED COURSE; THENCE SOUTH 00 DEGREES 10 MINUTES 02 SECONDS WEST, 617.90 FEET; THENCE SOUTH 80 DEGREES 42 MINUTES 02 SECONDS EAST, 431.12 FEET; THENCE NORTH 74 DEGREES 34 MINUTES 52 SECONDS EAST, 452.57 FEET; THENCE NORTH 27 DEGREES 58 MINUTES 54 SECONDS EAST, 512.89 FEET TO THE AFOREMENTIONED WEST LINE OF STATE STREET AS DEDICATED PER DOCUMENT 2006K094681 (THE FOLLOWING 2 COURSES ARE ALONG SAID WEST LINE); THENCE SOUTH 00 DEGREES 10 MINUTES 02 SECONDS WEST, 69.21 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 32 SECONDS WEST, 626.32 FEET TO THE POINT OF BEGINNING.

and

EXCEPTION PARCEL 7:

PARCEL CONVEYED BY HAMPSHIRE WEST LLC TO HAMPSHIRE PRAIRIE RIDGE L.L.C. RECORDED AUGUST 27, 2007 AS DOCUMENT NO. 2007K088636 AND DESCRIBED AS FOLLOWS:

LOTS 5 THROUGH 31, LOTS 46 THROUGH 50 & LOTS 78 THROUGH 91 IN PRAIRIE RIDGE NEIGHBORHOOD N, PART OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 2006 AS DOCUMENT NUMBER 2006K069729, IN VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

AND EXCEPTING THEREFROM THE FOLLOWING ROADWAY DEDICATIONS:

1. Plat of Dedication to the Kane County Division of Transportation for the dedication of Harmony Road recorded February 19, 2009 as Document No. 2009K011867;
2. Roadway Dedications contained in the Plat of Subdivision for Prairie Ridge – Neighborhood N & S recorded July 14, 2006 as Document No. 2006K075586;

3. Roadway Dedications contained in the Plat of Subdivision for Prairie Ridge – Neighborhood O recorded June 26, 2006 as Document No. 2006K0069729; and

4. Plat of Dedication for the dedication of State Street recorded August 29, 2006 as Document No. K094681.

Unofficial

Legal Description of the Oakstead Community
(lands described as Tracts 2 & 3 in the Annexation Agreement and excepting out those
parcels subsequently conveyed)

THAT PART OF SECTIONS 13 AND 24, IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF SECTIONS 18 AND 19, IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24 AS MONUMENTED PER DOCUMENT 2002K037383; THENCE NORTH 00 DEGREES 11 MINUTES 49 SECONDS WEST, 2137.29 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG SAID WEST LINE, 517.37 FEET ; THENCE NORTH 89 DEGREES 30 MINUTES 25 SECONDS EAST, 2624.83 FEET TO THE EAST LINE OF SAID SECTION 24; THENCE NORTH 00 DEGREES 07 MINUTES 46 SECONDS WEST ALONG SAID EAST LINE, 2622.74 FEET TO THE NORTHWEST CORNER OF SAID SECTION 19; THENCE NORTH 00 DEGREES 07 MINUTES 04 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 3.28 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 31 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 A DISTANCE OF 1313.96 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 02 MINUTES 35 SECONDS WEST ALONG SAID WEST LINE, 1317.31 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 30 MINUTES 53 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13 A DISTANCE OF 440.08 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 54 SECONDS EAST, 500.00 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 53 SECONDS WEST, 872.16 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 01 MINUTES 54 SECONDS EAST ALONG SAID WEST LINE, 817.17 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 89 DEGREES 30 MINUTES 28 SECONDS EAST ALONG SAID NORTH LINE, 2024.71 FEET TO A LINE DRAWN 596.32 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 07 MINUTES 04 SECONDS WEST ALONG SAID PARALLEL LINE, 1474.53 FEET TO THE CENTERLINE OF BIG TIMBER ROAD (THE FOLLOWING TWO COURSES ARE ALONG THE CENTERLINE OF BIG TIMBER ROAD); THENCE SOUTHEASTERLY, 632.58 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1910.08 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 53 DEGREES 07 MINUTES 16 SECONDS EAST; THENCE SOUTH 43 DEGREES 37 MINUTES 59 SECONDS EAST, 135.65 FEET TO THE AFOREMENTIONED EAST LINE OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 07 MINUTES 04 SECONDS EAST ALONG SAID EAST LINE, 1990.54 FEET; THENCE NORTH 46 DEGREES 22 MINUTES

05 SECONDS EAST, 1370.58 FEET TO THE AFOREMENTIONED CENTERLINE OF BIG TIMBER ROAD (THE FOLLOWING TWO COURSE ARE ALONG THE CENTERLINE OF BIG TIMBER ROAD); THENCE SOUTH 43 DEGREES 37 MINUTES 59 SECONDS EAST, 180.65 FEET; THENCE SOUTHEASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 170.27 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 4825.97 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 44 DEGREES 38 MINUTES 38 SECONDS EAST; THENCE SOUTH 46 DEGREES 23 MINUTES 28 SECONDS WEST, 532.41 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 13 SECONDS WEST, 649.41 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 56 MINUTES 24 SECONDS EAST ALONG SAID SOUTH LINE, 513.16 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 02 MINUTES 17 SECONDS WEST, 660.76 FEET; THENCE NORTH 50 DEGREES 28 MINUTES 38 SECONDS EAST, 180.25 FEET TO THE CENTERLINE OF THE AFOREMENTIONED BIG TIMBER ROAD; THENCE SOUTH 50 DEGREES 30 MINUTES 05 SECONDS EAST ALONG SAID CENTERLINE, 669.04 FEET TO THE WEST LINE OF PROPERTY DESCRIBED IN DEED PER DOCUMENT 90K35649; THENCE SOUTH 00 DEGREES 20 MINUTES 21 SECONDS WEST ALONG SAID WEST LINE, 1668.27 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 58 MINUTES 54 SECONDS EAST ALONG SAID NORTH LINE, 7.15 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 02 MINUTES 28 SECONDS EAST ALONG SAID EAST LINE, 1318.11 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 58 MINUTES 38 SECONDS WEST ALONG SAID NORTH LINE, 655.35 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 08 MINUTES 13 SECONDS WEST ALONG SAID WEST LINE, 1319.70 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 19; THENCE NORTH 89 DEGREES 57 MINUTES 22 SECONDS EAST ALONG SAID NORTH LINE, 3258.12 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS DEDICATED PER DOCUMENT 360508 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY LINE); THENCE SOUTHERLY, 88.51 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1631.81 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 00 DEGREES 23 MINUTES 52 SECONDS WEST; THENCE SOUTH 01 DEGREES 09 MINUTES 22 SECONDS EAST TANGENT TO THE LAST DESCRIBED COURSE, 1248.00 FEET TO THE NORTH LINE OF THE SOUTH 1297.43 FEET AS MEASURED ALONG THE WEST LINE THEREOF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 59 MINUTES 38 SECONDS WEST ALONG SAID NORTH LINE, 1963.08 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 00 DEGREES 01 MINUTES 52 SECONDS WEST ALONG SAID WEST LINE, 18.56 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 53 MINUTES 10 SECONDS WEST ALONG SAID SOUTH LINE, 2665.79 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 38 SECONDS WEST ALONG THE SOUTH LINE OF THE

NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 A DISTANCE OF 1311.63 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 47 SECONDS WEST, 818.30 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 25 SECONDS WEST, 1312.11 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING:

PARCEL CONVEYED BY HAMPSHIRE EAST LLC TO THE VILLAGE OF HAMPSHIRE RECORDED DECEMBER 29, 2009 AS DOCUMENT NO. 2009K095452 AND DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN AS MONUMENTED PER DOCUMENT 2002K037383; THENCE NORTH 00 DEGREES 11 MINUTES 49 SECONDS WEST, 2638.16 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER TO THE NORTH LINE THEREOF; THENCE NORTH 89 DEGREES 30 MINUTES 25 SECONDS EAST, 2624.81 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 57 MINUTES 22 SECONDS EAST, 1349.17 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 08 MINUTES 13 SECONDS EAST, 706.67 FEET ALONG SAID EAST LINE; THENCE NORTH 89 DEGREES 51 MINUTES 47 SECONDS WEST, 17.00 FEET TO THE POINT OF BEGINNING, BEING ON A LINE THAT IS 17.00 FEET WESTERLY OF AND PARALLEL WITH SAID EAST LINE; THENCE CONTINUE NORTH 89 DEGREES 51 MINUTES 47 SECONDS WEST, 59.61 FEET; THENCE NORTH 17 DEGREES 01 MINUTES 59 SECONDS WEST, 79.02 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 47 SECONDS EAST, 82.94 FEET TO AFOREMENTIONED PARALLEL LINE; THENCE SOUTH 00 DEGREES 08 MINUTES 13 SECONDS WEST, 75.50 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

AND EXCEPTING THEREFROM THE FOLLOWING ROADWAY DEDICATIONS:

Plat of Dedication to the Kane County Division of Transportation of Big Timber Road recorded February 28, 2008 as Document No. 2008K016302

**Description of the Expanded Tamms Property
and excepting out those parcels conveyed**

Expansion Parcel

THAT PART OF THE NORTH 1/2 OF SAID SECTION 14 TOWNSHIP 42 NORTH RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 2324.08 FEET FOR THE POINT OF BEGINNING; THENCE EAST ALONG SAID NORTH LINE, 374.25 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 205 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION, 374.25 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 205 FEET TO THE POINT OF BEGINNING;

AND ALSO THAT PART OF THE NORTH 1/2 OF SAID SECTION 14 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 2698.33 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 205.0 FEET FOR A PLACE OF BEGINNING; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 374.25 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES 12 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 169.5 FEET; THENCE EASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 88 DEGREES 39 MINUTES 24 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 374.32 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 91 DEGREES 20 MINUTES 36 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR 183.50 FEET TO THE PLACE OF BEGINNING; ALL IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

TAMMS FARM PROPERTY

PARCEL ONE:

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF THE NORTH HALF OF SAID SECTION 14 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 2324.08 FEET FOR THE POINT OF BEGINNING; THENCE EAST ALONG SAID NORTH LINE, 374.25 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 205 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION, 374.25 FEET; THENCE NORTHERLY, ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 205 FEET, TO THE POINT OF BEGINNING; AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH HALF OF SAID SECTION 14 THAT PART DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 2698.33 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 205.0 FEET FOR A PLACE OF BEGINNING; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 374.25 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES 12 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 169.5 FEET; THENCE EASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 88 DEGREES 39 MINUTES 24 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 374.32 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 91 DEGREES 20 MINUTES 36 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR 183.50 FEET TO THE PLACE OF BEGINNING), ALL IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL TWO:

THE NORTH 1795.20 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 14; THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, ALL IN TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING IN THE TRACT CONVEYED BY DEED DOCUMENT 1175073 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 945.00 FEET; THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE 68.58 FEET TO THE CENTER LINE OF BIG TIMBER ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH ALONG SAID EAST LINE 491.46 FEET TO THE POINT OF BEGINNING) AND (ALSO EXCEPT THAT PART OF THE NORTH HALF OF SAID SECTION 14 DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 2324.08 FEET FOR THE POINT OF BEGINNING; THENCE EAST ALONG SAID NORTH LINE, 374.25 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT WITH THE

PROLONGATION OF THE LAST DESCRIBED COURSE, 205 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION, 374.25 FEET; THENCE NORTHERLY, ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 205 FEET, TO THE POINT OF BEGINNING; AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH HALF OF SAID SECTION 14 THAT PART DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 2698.33 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 205.0 FEET FOR A PLACE OF BEGINNING; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 374.25 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES 12 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 169.5 FEET; THENCE EASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 88 DEGREES 39 MINUTES 24 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 374.32 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 91 DEGREES 20 MINUTES 36 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR 183.50 FEET TO THE PLACE OF BEGINNING), ALL IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING:

PARCELS CONVEYED BY HAMPSHIRE EAST LLC TO THE VILLAGE OF HAMPSHIRE RECORDED DECEMBER 29, 2009 AS DOCUMENT NO. 2009K095451 AND DESCRIBED AS FOLLOWS:

LOTS 131 AND 184 IN TAMMS FARM SUBDIVISION BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 14. TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AUGUST 1, 2007 AS DOCUMENT NUMBER 2007K080305 IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

and

PARCEL CONVEYED BY HAMPSHIRE EAST LLC TO THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT #300 OF KANE, MCHENRY, COOK AND DEKALB COUNTIES RECORDED AUGUST 22, 2007 AS DOCUMENT NO. 2007K087565 AND DESCRIBED AS FOLLOWS:

LOT 190 IN TAMMS FARM SUBDIVISION BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 14. TOWNSHIP 42

NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AUGUST 1, 2007 AS DOCUMENT NUMBER 2007K080305 IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

AND EXCEPTING THEREFROM THE FOLLOWING ROADWAY DEDICATIONS:

1. All roadways dedicated pursuant to Final Plat of Tamms Farm Subdivision recorded August 1, 2007 as Document No. 2007K080305.

Unofficial

EXHIBIT B

TENDER OFFER

OFFER TO PURCHASE

**VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS
OFFER TO PURCHASE FOR CASH
ALL OF THE OUTSTANDING BONDS**

Consisting of

\$23,875,000
Village of Hampshire, Kane County, Illinois
Special Service Area Number 16 Special Tax Bonds,
Series 2007A and Series 2007B
(Crown Development Projects - Prairie Ridge West)
(the "SSA No. 16 Special Tax Bonds")
CUSIP No. 40886M AA4 (Series 2007A)
CUSIP No. 40886M AB2 (Series 2007B)

\$4,350,000
Village of Hampshire, Kane County, Illinois
Special Service Area Number 18 Special Tax Bonds,
Series 2007A
(Crown Development Projects - Tamms Farm)
(the "SSA No. 18 Special Tax Bonds")
CUSIP No. 40886R AA3 (Series 2007A)

\$21,055,000
Village of Hampshire, Kane County, Illinois
Special Service Area Number 17 Special Tax Bonds,
Series 2007A and Series 2007B
(Crown Development Projects - Oakstead)
(the "SSA No. 17 Special Tax Bonds")
CUSIP No. 40886P AA7 (Series 2007A)
CUSIP No. 40886P AB5 (Series 2007B)

\$25,215,000
Village of Hampshire, Kane County, Illinois
Special Service Area Number 19 Special Tax Bonds,
Series 2007A and Series 2007B
(Crown Development Projects - Prairie Ridge East)
(the "SSA No. 19 Special Tax Bonds")
CUSIP No. 40886S AA1 (Series 2007A)
CUSIP No. 40886S AB9 (Series 2007B)

The Offer to Purchase (also referred to herein as the "Tender Offer" or the "Offer") will expire at 5:00 p.m., New York City time, on Friday, August 27, 2010, unless extended or earlier terminated by the Village (as defined below) in its sole discretion (such time, as the same may be extended, the "Expiration Time"). Bondholders of the any of the above captioned Bonds (each such holder of the Bonds, a "Bondholder") must validly tender their Bonds before the Expiration Time to be eligible to receive the applicable consideration (as described below). To be eligible to receive the Total Consideration (as defined below), which includes the Early Consent Payment (as defined below), Bondholders must tender their Bonds and Consents (as defined below) before 5:00 p.m., New York City time, on Tuesday, August 24, 2010, unless extended or earlier terminated by the Village in its sole discretion (such time, as the same may be extended, the "Consent Date").

Offer Price: \$367.00 per \$1,000 principal amount
Early Consent Payment: \$6.70 per \$1,000 principal amount
Total Consideration: \$373.70 per \$1,000 principal amount

Dated: August 5, 2010

These CUSIP numbers are included solely for the convenience of the Bondholders. The Village is not responsible for the selection or use of the CUSIP numbers, nor is any representation made as to their correctness on the Bonds or as indicated in this tender offer.

MATURITIES AND CUSIP NUMBERS

SSA No. 16 Special Tax Bonds		
\$22,155,000	Series 2007A Term Bond due 03/01/2046	CUSIP: 40886M AA4
1,720,000	Series 2007B Term Bond due 03/01/2022	CUSIP: 40886M AB2
SSA No. 17 Special Tax Bonds		
19,895,000	Series 2007A Term Bond due 03/01/2045	CUSIP: 40886P AA7
1,160,000	Series 2007B Term Bond due 03/01/2022	CUSIP: 40886P AB5
SSA No. 18 Special Tax Bonds		
4,850,000	Series 2007A Term Bond due 03/01/2044	CUSIP: 40886R AA3
SSA No. 19 Special Tax Bonds		
23,070,000	Series 2007A Term Bond due 03/01/2046	CUSIP: 40886S AA1
2,145,000	Series 2007B Term Bond due 03/01/2022	CUSIP: 40886S AB9

INTRODUCTION

On July 26, 2007, the Village of Hampshire, Kane County Illinois (the "Village"), issued \$23,880,000 Special Service Area Number 16, Special Tax Bonds, Series 2007A and Series 2007B (Crown Development Projects-Prairie Ridge West) pursuant to a Trust Indenture, dated as of June 1, 2007, between the Village and Wells Fargo Bank, N.A., as Trustee (the "Trustee") (the "No. 16 Indenture") (of which \$5,000 have been redeemed); \$21,055,000 Special Service Area Number 17, Special Tax Bonds, Series 2007A and Series 2007B (Crown Development Projects-Oakstead) pursuant to a Trust Indenture, dated as of June 1, 2007, between the Village and the Trustee (the "No. 17 Indenture"); \$4,850,000 Special Service Area Number 18, Special Tax Bonds, Series 2007A (Crown Development Projects-Tamms Farm) pursuant to a Trust Indenture, dated as of June 1, 2007, between the Village and the Trustee (the "No. 18 Indenture"); and \$25,215,000 Special Service Area Number 19, Special Tax Bonds, Series 2007A and Series 2007B (Crown Development Projects-Prairie Ridge East) pursuant to a Trust Indenture, dated as of June 1, 2007, between the Village and the Trustee (the "No. 19 Indenture" and with the No. 16 Indenture, the No. 17 Indenture and the No. 18 Indenture, collectively, the "Indentures"). The bonds issued pursuant to the Indentures are referred to collectively as the "Bonds." Capitalized terms used but not otherwise defined herein shall have the meanings as provided in the Indentures.

The Bonds were issued to finance certain infrastructure improvements related to the four special service areas (the "SSAs") within the Village identified above. The purpose of constructing the infrastructure improvements was to allow the developers, Hampshire West LLC and Hampshire East LLC (collectively, the "Developer"), to sell parcels of land within the SSAs to builders who would construct and sell residential dwelling units.

Some of the improvements have been constructed, but the land within the SSAs is still mostly being used for agricultural purposes. Of the potential 2,833 lots within the SSAs, only 223 have been developed. Of the developed lots, 93 were contracted for purchase by a builder, but only 46 were actually acquired. The builder subsequently defaulted on its mortgage, and the lots were foreclosed and taken back by the builder's lender. Only three houses have been built on the developed lots and sold to residents.

Except as noted above, the land within the SSAs subject to the Special Taxes is owned by the Developer. The Bonds for each SSA are secured primarily by Special Taxes on the land within the respective SSA, water and sewer connection fees to be paid when the dwelling units are constructed and a Reserve Fund under the respective Indenture. There can be no assurance that the Developer will continue to pay the Special Taxes when due. If the Special Taxes are not paid, the land may be sold at a tax sale. At a typical tax sale, the buyer or buyers are required to pay any unpaid Special Taxes and would then be obligated to pay all future Special Taxes. The Indentures provide that the Reserve Fund for each series of Bonds can be used to pay debt service on that series of Bonds until it is exhausted. Pursuant to Section 3.2 of the Indentures, the Bonds are not subject to acceleration in the event of a default. The Improvement Fund could be retained by the Village and used to pay for Special Services in the future. This paragraph provides only a summary of the respective Indenture provisions. Reference should be made to the respective Indentures in their entirety for a complete statement of such provisions. Copies of the Indentures are available upon request.

TENDER OFFER

After discussing the situation with the Developer, the Village believes that the residential development of the land within the SSAs will not occur at any time in the reasonably foreseeable future. Therefore, pursuant to Section 3.7 of the Indentures, the Village hereby offers to purchase the Bonds from all bondholders at a price of 36.70% of the principal amount of Bonds tendered plus accrued interest to the date of purchase. The Village is also offering a premium of 0.67% of the principal amount for Bonds that are validly tendered prior to the Consent Date.

Wells Fargo Bank, National Association, has been appointed as the depository agent for the offer. You should direct questions and requests for assistance to the depository agent as follows:

Wells Fargo Bank, National Association
Corporate Trust Operations/MAC N9303-121
6th & Marquette Avenue
Minneapolis, MN 55479
By Facsimile: (612) 667-6282
For Information of Confirmation by Telephone: (800) 344-5128

SOURCE OF FUNDS

The Village intends to fund the tender offer by using the remaining balance in the Improvement Fund held under the Indentures (approximately \$18,600,000 in total), the balance

of the Reserve Fund held under each Indenture (up to approximately \$5,900,000 in total) equal to the decrease in the Reserve Requirement resulting from the cancellation of the tendered Bonds, and a cash contribution from the Developer of up to \$3,500,000. The Developer will also be forgiving approximately \$27,000,000 in obligations owed to it by the Village in connection with the SSAs and will be assuming an obligation to fund or construct certain future infrastructure improvements that would otherwise have been funded by the Improvement Fund. Accrued interest on the tendered Bonds of each series will be paid from the Bond and Interest Fund held under the Indenture pursuant to which such series was issued.

TERMS AND CONDITIONS

This offer is subject to the following terms and conditions:

1. Unless extended or earlier terminated, this Tender Offer will expire at 5:00 p.m., New York City time, on August 27, 2010 (such time and date, as the same may be extended, the "Expiration Time"). Owners wishing to accept this Tender Offer must do so at or prior to the Expiration Time and in accordance with the procedures described herein. **BONDHOLDERS WHO VALIDLY TENDER THEIR BONDS PURSUANT TO THIS TENDER OFFER SHALL NOT BE ABLE TO WITHDRAW THEIR TENDERED BONDS. TENDERS VALIDLY MADE SHALL BE CONSIDERED IRREVOCABLE.** The Village reserves the right to extend the Expiration Time, or to amend or waive the terms of this tender offer at any time prior to the Expiration Time, by providing notice in the same manner that the tender offer was made.
2. The total consideration for each \$1,000 principal amount of Bonds validly tendered prior to the Consent Date and accepted for purchase pursuant to the Offer shall be \$373.70 (the "Total Consideration"). The Total Consideration includes a consent payment of \$6.70 per \$1,000 principal amount of Bonds (the "Early Consent Payment").
3. **BONDHOLDERS MAY ONLY TENDER THEIR BONDS THROUGH AN AUTOMATED TENDER OFFER PROGRAM ("ATOP") ACCOUNT TO BE ESTABLISHED PURSUANT TO DTC PROCEDURES AS DESCRIBED UNDER "ATOP ACCOUNT AND PROCESS" BELOW. A BONDHOLDER WHO IS NOT A DTC PARTICIPANT AND WHO WISHES TO TENDER BONDS THROUGH THIS TENDER OFFER SHOULD CONTACT HIS OR HER ACCOUNT REPRESENTATIVE AT THE FINANCIAL INSTITUTION THAT MAINTAINS THE ACCOUNT IN WHICH HIS OR HER BONDS ARE HELD FOR ASSISTANCE IN SUBMITTING ITS BONDS PURSUANT TO THIS OFFER VIA THE ATOP SYSTEM.**
4. Partial tenders of Bonds (only to the extent that that partial tender is equal to \$5,000 in aggregate principal amount or an integral multiple thereof) shall be permitted.
5. This offer is contingent upon acceptance by the holders of (i) at least 95% in aggregate of the Bonds, and (ii) more than 50% of each of the SSA No. 16 Special Tax Bonds, the SSA No. 17 Special Tax Bonds, the SSA No. 18 Special Tax Bonds and the SSA No. 19 Special Tax Bonds unless the contingency is waived by the Village at its sole discretion.

6. THIS OFFER MAY BE WITHDRAWN AT ANY TIME UP THROUGH 10:00 A.M. NEW YORK CITY TIME ON AUGUST 31, 2010, BY THE VILLAGE IN ITS SOLE AND ABSOLUTE DISCRETION REGARDLESS OF WHETHER ANY BONDHOLDERS HAVE VALIDLY TENDERED THEIR BONDS PURSUANT TO THIS OFFER. In the event the Village withdraws this tender offer, the Bonds will remain Outstanding.
7. The Village hereby agrees that it will not pay a higher price for any Bonds purchased by it outside the scope of this tender offer.
8. The date of purchase shall be August 31, 2010 (the "Settlement Date"). Payment for the Bonds to be purchased shall be made by wire transfer to DTC by 2:00 p.m. New York City time on the Settlement Date. Such payment shall be made in exchange for surrender of the Bonds to DTC. The tendered Bonds will be delivered by DTC to the Trustee for cancellation.
9. By the acceptance of this offer, the bondholder hereby consents to the amendment of the Indentures and directs the Village and the Trustee to enter into a supplemental indenture as described below. This consent is given pursuant to Section 10.2 of each Indenture. The amendments shall be deemed effective one day prior to the date of purchase of the tendered Bonds, and shall consist of the following:
 - a. Section 6.3 of the Indentures is amended by revising the first paragraph of the Section to allow the Reserve Fund to be used to pay the purchase price of Bonds tendered to the Village. As amended, the following language shall be inserted prior to the period at the end of the first paragraph of Section 6.3:

"or (v) using an amount equal to the Reserve Fund Credit to purchase all or a portion of the Series 2007 Bonds tendered pursuant to a tender offer extended to holders of the Series 2007 Bonds."
 - b. Section 6.3 of the Indentures is amended by revising the last paragraph of the Section to allow the Reserve Fund to be used to pay the purchase price of Bonds tendered to the Village in addition to using the Reserve Fund to fund a partial redemption or defeasance of Bonds. As amended, the last paragraph of Section 6.3 shall read as follows:

"In connection with any purchase, partial redemption or defeasance of the Series 2007 Bonds prior to their maturity, the Trustee may, at the request of the Village, use any amounts on deposit in the Reserve Fund which will be in excess of the Reserve Requirement after such purchase, redemption or defeasance to pay the principal of or the principal portion of the purchase price or redemption price of such Series 2007 Bonds being purchased, redeemed or defeased."

- c. Section 6.4 of the Indentures is amended by adding a sentence at the end of the first paragraph of the Section to allow the Improvement Fund to be used to pay the purchase price of Bonds tendered to the Village. As amended, the last sentence of the first paragraph of Section 6.4 shall read as follows:

"The Village may use the money in the Improvement Fund to purchase Series 2007 Bonds voluntarily tendered by holders of the Series 2007 Bonds provided that the purchase price paid for such tendered Series 2007 Bonds shall not exceed 37.37% of the par value of the tendered Series 2007 Bonds plus interest accrued to the date of purchase."

- d. Section 6.8 and Exhibit G of the No. 16 Indenture are hereby deleted, and the pledge of the Other Pledged Revenues to pay debt service on the Bonds is discharged; and references in the Indentures to Other Pledged Revenues, including in the Granting Clauses and Section 5.1 of the Indentures, are hereby deleted. This amendment shall be effective upon receipt by the Village, after completion of the tender offer, of a projection from the Consultant that the amount of funds already on deposit with the Trustee including the Reserve Fund under each Indenture and the estimated earnings thereon plus projected revenues from Special Taxes due on the remaining parcels of land in each SSA will be equal to 104% of the amount required to pay the principal of and interest on the Bonds outstanding in that SSA plus administrative expenses for that SSA.
- e. Section 7.7 of the Indentures which relates to the Agreement for Public Improvements and the use of Other Pledged Revenues and Section 7.8 of the Indentures which relates to the issuance of Special Subordinated Obligations are hereby deleted.
10. By the acceptance of this offer, the bondholder hereby waives any notice or process required by Section 10.2 of the Indentures to approve the amendment of the Indenture.
11. Upon completion of the purchase of the tendered Bonds, the Village shall instruct the Trustee to cancel the Bonds.

BONDS THAT ARE NOT TENDERED

If the Village proceeds with the purchase of the tendered Bonds, those Bonds not tendered will remain outstanding. Such remaining outstanding Bonds will be secured by Special Taxes on parcels within their related SSAs and the Reserve Requirement for the outstanding Bonds remaining in the Reserve Fund (which will have been reduced corresponding to the purchase of the tendered Bonds). It is projected that the Special Taxes will be sufficient to pay debt service on outstanding Bonds. Any remaining outstanding Bonds will not be secured by Other Pledged Revenues.

The Special Taxes levied within a particular SSA will be reduced based on the principal amount of Bonds relating to that SSA that are tendered and purchased. Each year, the amount of Special Taxes will be calculated pursuant to Section 5.2 of the Indenture. Special Taxes

generated in one SSA will not be available to pay debt service on Bonds relating to a different SSA. As stated above, there can be no assurance that the Developer will continue to pay remaining Special Taxes or whether, if the property were to be sold as the result of a foreclosure of the lien of the Special Taxes, proceeds could be generated sufficient to pay the Special Taxes.

ATOP ACCOUNT AND PROCESS

The Tender Agent, on behalf of the Village, will establish an automated tender offer program ("ATOP") account with respect to the Bonds at DTC for purposes of this tender offer within three business days after the date of this tender offer (the "Village's ATOP Account"). The Village's ATOP account will be established pursuant to DTC's ATOP account procedures.

All procedural requirements relating to this tender offer are subject in their entirety to the operational practices of DTC with respect to its ATOP accounts.

Any financial institution that is a participant in DTC may make a book-entry offer of the Bonds by causing DTC to transfer such Bonds into the Village's ATOP Account in accordance with DTC's procedures for such transfer. Concurrently with the delivery of Bonds through book-entry transfer into the Village's ATOP Account, an Agent's Message (as defined below) in connection with such book-entry transfer must be transmitted to and received by the Tender Agent on or prior to the Expiration Time (as such may have been changed pursuant to this tender offer). The confirmation of a book-entry transfer into the Village's ATOP Account as described above is referred to herein as a "Book-Entry Confirmation." A Book-Entry-Confirmation shall be conclusive evidence of the bondholders consent to the amendments to the Indentures.

The term "Agent's Message" means a message transmitted by DTC to, and received by, the Tender Agent and forming a part of the Book-Entry Confirmation which states that DTC has received an express acknowledgment from a participant in DTC described in such Agent's Message, stating the aggregate amount of Bonds which have been tendered by such participant pursuant to this tender offer and to the effect that such participant agrees to be bound by the terms of this tender offer. The name and account number of the beneficial owner of the Bonds being tendered must be included in the Agent's Message with respect to all offers from a single Bond owner. Unless the Bonds being tendered are received in the Village's ATOP Account on or prior to the Expiration Time (as such may have been changed pursuant to this tender offer) (accompanied by a properly transmitted Agent's Message), the Village may, at its option, treat such tender as defective for all purposes of this tender offer.

The delivery of Bonds through DTC, and any acceptance of an Agent's Message transmitted through ATOP, is at the election and risk of the person offering Bonds.

If any tendered Bonds are not accepted for purchase because of an invalid tender, the occurrence or nonoccurrence of certain other events set forth herein or otherwise, then such unaccepted Bonds will be returned, at the Village's expense, to the tendering owner thereof, by credit to the account maintained at DTC from which such Bonds were delivered, as promptly as practicable after the Expiration Time or the termination of this Tender Offer.

No alternative, conditional or contingent tenders of Bonds will be accepted. A tendering owner, by causing its acceptance to be electronically transmitted through ATOP, waives all rights to receive notice of acceptance of such owner's Bonds for purchase.

Any Bonds purchased by the Village pursuant to this Tender Offer will be cancelled by the Trustee under and pursuant to the Indenture relating to the Bonds.

NOTICES TO BONDHOLDERS

Bondholders are advised to consult with their tax advisors as to the federal and state income tax consequences of accepting this tender offer, based on their particular circumstances. In order to comply with Circular 230 of the Internal Revenue Service, Bondholders are hereby notified that any discussion of federal income tax issues contained or referred to herein is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code.

Much of the information contained in this tender offer has been provided to the Village through discussions with the Developer. The Village and the Developer believe that such information is accurate.

This Tender Offer contains statements relating to future results that are forward-looking statements of the type defined in the Private Litigation Reform Act of 1995. When used herein, the words "estimate," "expect," "project," "intend," "anticipate," "believe," "may," "will," "continue" and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty and risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, Bondholders should be aware that there are likely to be differences between forward-looking statements and actual results, and that those differences could be material.

The Trustee and Depository Agent are not responsible for and make no representation as to the validity, accuracy or adequacy of the Offer to Purchase and any of its contents, and it is not be responsible for any statement of the Village, Developer or any other person in the Offer to Purchase or in any document issued or used in connection with it. The Trustee and Depository Agent makes no recommendation to any Bondholder whether to tender its Bonds or to take any other action.

THE VILLAGE MAKES NO RECOMMENDATION TO ANY BONDHOLDER WHETHER TO TENDER ITS BONDS, AND NO PARTY HAS BEEN AUTHORIZED BY THE VILLAGE TO RECOMMEND TO ANY BONDHOLDER WHETHER TO TENDER ITS BONDS. EACH BONDHOLDER MUST MAKE SUCH DECISION IN CONSULTATION WITH SUCH OF ITS FINANCIAL AND LEGAL ADVISORS AS IT DEEMS NECESSARY. IN THAT CONNECTION EACH BONDHOLDER SHOULD CAREFULLY REVIEW THIS TENDER OFFER IN ITS ENTIRETY, AND EACH BONDHOLDER IS ENCOURAGED TO

CONDUCT ITS OWN INVESTIGATION AND MAKE INQUIRIES IT DEEMS NECESSARY TO COLLECT INFORMATION RELEVANT TO ITS DECISION.

This offer is dated the 5th day of August, 2010.

VILLAGE OF HAMPSHIRE, ILLINOIS

By: Jeffrey R. Magnusen
Village President

By: Eric Paton
Village Administrator

ACCEPTANCE

The undersigned hereby accepts the tender offer for Bonds with a CUSIP Number of _____ in the amount of \$ _____ and consents to the amendments to the Indenture as set forth above, this _____ day of August, 2010.

By: _____
Its: _____

UPDATED EXHIBIT "O "

WATER SYSTEM COMPONENTS

Completed Water System Supply, Treatment and Storage Components

Contract B.1 Well No. 10
Contract B.2 Well No. 11
Contract E.1 Well No. 12
Contract B.4 Well No. 13
Contract B.3 Wells 10 & 13 Water Treatment Plant
Contract B.5 Wells 10 & 13 Raw Water Main
Contract A Elevated Water Storage Tank

Completed Water System Distribution Components

Prairie Ridge Off-Site Water Main
Neighborhood "O" 16" Water Main (Prairie Ridge)
Harmony Road Water Main
Prairie Ridge 12" Water Main (partial)
Harmony Road Water Main Extension
Contract D.2 Off-Site Water Main Gross Property
Contract C Prairie Ridge PRV Station
Contract D Offsite Water Main
Contract D.1 BP/PRV Station
Contract F Brier Hill PRV Station

Uncompleted Water System Supply, Treatment and Storage Components

Contract E.2 Well No. 12 Water Treatment Plant *

Uncompleted Water Distribution Components

Prairie Ridge 12" Water Main (onsite - partially complete)**
Prairie Ridge 16" Water Main (onsite - East of Harmony, North of Kelly - To Hampshire Grove Property)***
Contract G Route 20 16" Water Main**
Contract H Oakstead North PRV Station**
Contract I Oakstead South PRV Station**
Oakstead 12" Water Main (onsite)**
Oakstead 16" Water Main (onsite)**

NOTE: Brier Hill High Pressure WM, also a Water Distribution Component, to be constructed by Owners/Developers of Brier Hill Crossing Subdivision.

* To be constructed by the Village of Hampshire

** To be constructed by Developer

*** Indicates a Component that may be constructed by the Owner of the HG Property

Unofficial

UPDATED EXHIBIT "P"

WASTEWATER SYSTEM COMPONENTS

Completed Sanitary System Collection Components

Contract L Oakstead Lift Station
Contract K Widmayer Road Interceptor
Harmony Road Interceptor
Hampshire Creek Interceptor Sewer Creek Crossing
Harmony Road Interceptor Extension
Brier Hill Interceptor Sewer
Brier Hill Lift Station and Forcemain

Completed Waste Water Treatment Components

Contract J WWTF Lift Station
0.75 to 1.50 MGD WWTF Expansion
1.50 MGD to 2.76 MGD WWTF Expansion

Uncompleted Sanitary Collection Components

10" Force Main (Oakstead)**
18" Oakstead Interceptor Sewer**
Contract M Prairie Ridge Lift Station**
12" Force Main (Prairie Ridge) **
North Interceptor (Prairie Ridge - 15", 18", 21" Sewer)**
(East of Harmony, North of Kelley - To Hampshire Grove Property) ***

** To be constructed by Developer

*** Indicates a Component that may be constructed by the HG Property
Owner

UPDATED EXHIBIT "U"

TRANSPORTATION SYSTEM COMPONENTS

Completed Transportation System Components

State Street Improvements
Town Place Road (partial)
Allen/Harmony Road Improvements (Adjacent to O, N, S)
Harmony Road Improvements (Adjacent to K, I, U, W, E)
Kelley Road (East Leg)
Kelley Road (West Leg)
Big Timber Road @ Tamms Farm
Big Timber Road Improvements @ Lakewood (Oakstead)

Uncompleted Transportation System Components

(Includes Components to be constructed by Developer, or which may be constructed by the HG Property Owner, as well as components which Developer and the Village may agree need not be constructed):

French Road (Harmony Road Extension)*
Harmony Road Improvements (Neighborhood C Access)**
Harmony Road Improvements (Harmony and Melms Road Intersection – T-intersection improvements only)**
Big Timber Road Improvements (Prairie Ridge)***
Melms Road (Access Improvements @ Neigh. A, Including Pavement Overlay)**
Ridgeview Boulevard (Prairie Ridge)**
Route 20 North Intersection (Oakstead) xxx
Route 20 South Intersection (Oakstead)**
Big Timber Road Center Intersection (Oakstead) xxx
Big Timber Road South Intersection (Oakstead) xxx

Traffic Signals – to be installed by Developer per Section 8.1 of the Annexation Agreement “if and when warranted by IDOT or KDOT.”

* To be constructed by Developer. Component now included in the Kane County CRIP Program but since no funding exists for railroad and creek bridges south of Prairie Ridge this component is subject to possible elimination or reduction in scope by agreement of Developer and Village, subject to Article V..

** To be constructed by Developer

*** To be built by whichever of Developer or HG Property Owner needs first and subject to recapture.

xxx Component subject to elimination by agreement of Developer and Village, pursuant to Article V.

Exhibit "Z" to Second Amendment

PERMANENT INDEX NUMBERS

(For Recorder's Information Only Not Referenced with Document)

PRAIRIE RIDGE COMMUNITY

PIN	LOT	NEIGHBORHOOD
01-08-200-004	0	Area just So of Melms Comm Park B
01-08-200-005	0	No tax bill - West side of park B
01-08-200-006	0	Park B
01-08-400-002	0	Park B & N of storm water facility
01-08-400-004	0	SE corner below park B
01-08-400-005	0	Open space S of Park B
01-09-100-003	0	NE corner of neighborhood A
01-09-100-005	0	No tax bill - in between Melms Rd & Stormwater MF
01-09-100-007	0	No tax bill - middle of Melms Rd
01-09-100-012	0	NW corner Nhbd A - wellsite - split from 01-09-100-002 (12.9acr to HW, 0.27 to VOF)
01-09-200-005	0	Open space S of Melms Rd
01-09-200-023	0	No tax bill - Fire Dept. parcel, Pt W & Pt E div'd frm 01-09-200-022, E pt to be dedicated
01-09-300-001	0	Neighborhood A SW corner
01-09-300-002	0	Neighborhood A E corner
01-09-300-003	0	No tax bill - mid section of neighborhood D
01-09-300-004	0	Neighborhood D SE of Stormwater MF
01-09-400-001	0	18N216 Harmony Rd
01-09-400-002	0	18N288 Harmony Rd
01-09-400-004	0	BB Potential School Site
01-10-300-006	0	Middle of neighborhood AA
01-10-400-008	0	Neighborhood Z
01-15-100-001	0	Neighborhood X Park 10
01-15-100-004	0	Middle of neighborhood V
01-15-300-018	0	Just N of Kelley Rd (T Park 17)
01-15-300-019	0	Neighborhood T middle of open space 22
01-15-300-020	0	N of Kelley SE corner of T (Park 17)
01-16-100-003	0	Div'd frm 01-16-100-002 - Wtr Trmt Plant NW of Kelley & Harmony
01-16-100-004	0	Divided from 01-16-100-001

PRAIRIE RIDGE COMMUNITY

01-16-200-017	0	NE of Kelley on Harmony - Div'd from 200-014
01-16-200-019	0	W of Harmony N of Kelly - split from 01-16-200-018 (38.6 acres to HW; 1.4 to VOH)
01-16-300-006	0	Divided from 01-16-300-004 (Long narrow area W of Harmony & Kelley Intersection)
01-16-300-007	0	No tax bill - divided from 01-16-300-004 (Long narrow area W of Harmony & Kelley Intersection)
01-16-300-008	0	Divided from 01-16-300-005 (Nhbhd M N of Kelley Rd & Mgmt. Facility)
01-16-300-009	0	Divided from 01-16-300-005 (Nhbhd M N of Kelley Rd & Mgmt. Facility)
01-16-400-037	0	No tax bill - top NW corner of Neighborhood J & K
01-16-400-038	0	W of Harmony & Kelley intersection
01-16-400-039	0	No tax bill - top N part of Neighborhood J & L
01-16-400-042	0	NE corner of Harmony & Kelly, div'd frm 400-033
01-16-400-043	0	Neighborhood K open space 14, div'd frm 400-041
01-17-200-004	0	Below Neighborhood B E of Stormwater MF
01-17-200-005	0	Below Neighborhood B W of Stormwater MF
01-17-200-006	0	Mid section of neighborhood G
01-21-100-015	0	Div'd frm 100-014 (PT NE 1/4 of SEC 21-46-6 PT Taken For Rd) So. Side Nhbd. L
01-21-100-016	0	Div'd frm 100-014 (PT NE 1/4 of SEC 21-46-6 PT Taken For Rd) So. Side Nhbd M
01-21-200-049	0	PT NE 1/4 OF SEC 21-42-6 PT TAKEN FOR RD - Nhbd L
01-21-200-056	0	PT NE 1/4 OF SEC 21-42-6 - split from 01-21-200-046 (2.3 acres to HW, 4.15 acres to VOH)
01-21-200-058	0	PT NE 1/4 OF SEC 21-42-6 PT TAKEN FOR ROAD split frm 01-21-200-054 (29.17 acres to HW, 0.77 to VOH)
01-21-300-014	0	PT NE 1/4 OF SEC 21-42-6 - split frm 01-21-300-013 (2.4 acres to HW, 2.12 to VOH)
01-21-401-024	0	PT NE 1/4 OF SEC 21-42-6 - split frm 01-21-401-022 (1.51 acres to HW; 16.97 acres to VOH)
01-21-150-018	94	N

PRAIRIE RIDGE COMMUNITY

01-21-150-017	95	N
01-21-150-016	96	N
01-21-150-015	97	N
01-21-150-014	98	N
01-21-150-013	99	N
01-21-150-012	100	N
01-21-150-011	101	N
01-21-150-010	102	N
01-21-150-009	103	N
01-21-150-008	104	N
01-21-150-007	105	N
01-21-150-006	106	N
01-21-150-005	107	N
01-21-150-001	108	N
01-21-150-002	109	N
01-21-150-003	110	N
01-21-150-004	111	N
01-21-145-020	112	N
01-21-145-019	113	N
01-21-145-018	114	N
01-21-145-017	115	N
01-21-145-016	116	N
01-21-145-015	117	N
01-21-145-002	118	N
01-21-145-003	119	N
01-21-145-004	120	N
01-21-145-005	121	N
01-21-145-006	122	N
01-21-145-007	123	N
01-21-145-008	124	N
01-21-145-009	125	N
01-21-145-010	126	N
01-21-145-011	127	N
01-21-145-012	128	N
01-21-145-013	129	N
01-21-145-014	130	N
01-21-148-007	131	N
01-21-148-006	132	N
01-21-148-005	133	N

PRAIRIE RIDGE COMMUNITY

01-21-148-004	134	N
01-21-148-003	135	N
01-21-148-002	136	N
01-21-148-001	137	N
01-21-148-008	138	N
01-21-148-009	139	N
01-21-148-010	140	N
01-21-148-011	141	N
01-21-148-012	142	N
01-21-148-013	143	N
01-21-148-014	144	N
01-21-149-007	145	N
01-21-149-006	146	N
01-21-149-005	147	N
01-21-149-004	148	N
01-21-149-003	149	N
01-21-149-002	150	N
01-21-149-001	151	N
01-21-221-001	152	N
01-21-221-002	153	N
01-21-221-003	154	N
01-21-221-004	155	N
01-21-221-005	156	N
01-21-221-006	157	N
01-21-221-007	158	N
01-21-254-002	1	O
01-21-254-003	2	O
01-21-254-004	3	O
01-21-254-005	4	O
01-21-270-006	32	O
01-21-270-005	33	O
01-21-270-004	34	O
01-21-270-003	35	O
01-21-270-002	36	O
01-21-270-001	37	O
01-21-334-003	38	O
01-21-334-002	39	O
01-21-334-001	40	O

PRAIRIE RIDGE COMMUNITY

01-21-333-001	41	O
01-21-198-002	42	O
01-21-198-003	43	O
01-21-198-004	44	O
01-21-198-005	45	O
01-21-199-002	51	O
01-21-199-003	52	O
01-21-260-010	53	O
01-21-260-009	54	O
01-21-260-008	55	O
01-21-260-007	56	O
01-21-260-006	57	O
01-21-260-005	58	O
01-21-260-004	59	O
01-21-260-003	60	O
01-21-260-002	61	O
01-21-260-001	62	O
01-21-260-011	63	O
01-21-260-012	64	O
01-21-260-013	65	O
01-21-260-014	66	O
01-21-260-015	67	O
01-21-260-016	68	O
01-21-260-017	69	O
01-21-260-018	70	O
01-21-260-025	71	O
01-21-260-024	72	O
01-21-260-023	73	O
01-21-260-022	74	O
01-21-260-021	75	O
01-21-260-020	76	O
01-21-260-019	77	O
01-21-222-007	159	S
01-21-222-006	160	S
01-21-222-005	161	S
01-21-222-004	162	S
01-21-222-003	163	S
01-21-222-002	164	S

PRAIRIE RIDGE COMMUNITY

01-21-222-001	165	S
01-21-222-008	166	S
01-21-222-009	167	S
01-21-222-010	168	S
01-21-222-011	169	S
01-21-222-012	170	S
01-21-222-013	171	S
01-21-222-014	172	S
01-21-223-007	173	S
01-21-223-006	174	S
01-21-223-005	175	S
01-21-223-004	176	S
01-21-223-003	177	S
01-21-223-002	178	S
01-21-223-001	179	S
01-21-223-008	180	S
01-21-223-009	181	S
01-21-223-010	182	S
01-21-223-011	183	S
01-21-223-012	184	S
01-21-223-013	185	S
01-21-223-014	186	S
01-21-225-007	187	S
01-21-225-008	188	S
01-21-225-009	189	S
01-21-225-010	190	S
01-21-225-011	191	S
01-21-225-012	192	S
01-21-225-013	193	S
01-21-225-014	194	S
01-21-225-015	195	S
01-21-225-016	196	S
01-21-225-017	197	S
01-21-225-018	198	S
01-21-225-006	199	S
01-21-225-005	200	S
01-21-225-004	201	S
01-21-225-003	202	S
01-21-225-002	203	S

PRAIRIE RIDGE COMMUNITY

01-21-225-001	204	S
01-21-219-016	205	S
01-21-219-017	206	S
01-21-219-018	207	S
01-21-219-019	208	S
01-21-219-015	209	S
01-21-219-014	210	S
01-21-219-013	211	S
01-21-219-012	212	S
01-21-219-011	213	S
01-21-219-010	214	S
01-21-219-009	215	S
01-21-219-008	216	S
01-21-219-007	217	S
01-21-219-006	218	S
01-21-219-005	219	S
01-21-219-004	220	S
01-21-219-003	221	S
01-21-219-002	222	S
01-21-219-001	223	S
		O
01-21-199-001	1341	Park (Nhbd O, has stock pile)
		O
01-21-256-008	1342	Small area between lot 20 and 21 - tax abated
		O
01-21-256-009	1349	Long narrow area upper right nhbrhd O, along French Harmony Dr. - tax abated
		N
01-21-145-001	1352	Stormwater Management Facility west of neighborhood N

OAKSTEAD COMMUNITY

<u>PIN</u>	<u>Description</u>
01-21-254-002	Lot 1
01-21-254-003	Lot 2
01-21-254-004	Lot 3
01-21-254-005	Lot 4
01-21-270-006	Lot 32
01-21-270-005	Lot 33
01-21-270-004	Lot 34
01-21-270-003	Lot 35
01-21-270-002	Lot 36
01-21-270-001	Lot 37
01-21-334-003	Lot 38
01-21-334-002	Lot 39
01-21-334-001	Lot 40
01-21-333-001	Lot 41
01-21-198-002	Lot 42
01-21-198-003	Lot 43
01-21-198-004	Lot 44
01-21-198-005	Lot 45
01-21-199-002	Lot 51
01-21-199-003	Lot 52
01-21-260-010	Lot 53
01-21-260-009	Lot 54
01-21-260-008	Lot 55
01-21-260-007	Lot 56
01-21-260-006	Lot 57
01-21-260-005	Lot 58
01-21-260-004	Lot 59
01-21-260-003	Lot 60
01-21-260-002	Lot 61
01-21-260-001	Lot 62
01-21-260-011	Lot 63
01-21-260-012	Lot 64
01-21-260-013	Lot 65
01-21-260-014	Lot 66
01-21-260-015	Lot 67
01-21-260-016	Lot 68
01-21-260-017	Lot 69
01-21-260-018	Lot 70

01-21-260-025	Lot 71
01-21-260-024	Lot 72
01-21-260-023	Lot 73
01-21-260-022	Lot 74
01-21-260-021	Lot 75
01-21-260-020	Lot 76
01-21-260-019	Lot 77

Unofficial

TAMMS PROPERTY

01-14-125-026	Lot 1
01-14-125-025	Lot 2
01-14-125-022	Lot 4
01-14-125-021	Lot 5
01-14-125-019	Lot 6
01-14-125-015	Lot 8
01-14-125-014	Lot 9
01-14-125-013	Lot 10
01-14-125-012	Lot 11
01-14-125-011	Lot 12
01-14-125-002	Lot 13
01-14-126-017	Lot 19
01-14-126-016	Lot 20
01-14-126-015	Lot 21
01-14-126-013	Lot 23
01-14-126-012	Lot 24
01-14-126-011	Lot 25
01-14-125-003	Lot 26
01-14-125-004	Lot 27
01-14-125-005	Lot 28
01-14-125-006	Lot 29
01-14-125-007	Lot 30
01-14-125-008	Lot 31
01-14-176-001	Lot 32
01-14-126-014	Lot 33
01-14-176-002	Lot 33
01-14-176-003	Lot 34
01-14-176-004	Lot 35
01-14-176-005	Lot 36
01-14-176-006	Lot 37
01-14-127-015	Lot 38
01-14-127-014	Lot 39
01-14-127-001	Lot 40
01-14-127-002	Lot 41
01-14-127-003	Lot 42
01-14-127-004	Lot 43
01-14-127-005	Lot 44
01-14-127-006	Lot 45
01-14-127-007	Lot 46

Unofficial

01-14-127-008	Lot 47
01-14-127-009	Lot 48
01-14-127-010	Lot 49
01-14-127-011	Lot 50
01-14-127-012	Lot 51
01-14-127-013	Lot 52
01-14-127-026	Lot 53
01-14-127-025	Lot 54
01-14-127-024	Lot 55
01-14-127-023	Lot 56
01-14-127-022	Lot 57
01-14-150-002	Lot 57
01-14-127-021	Lot 58
01-14-127-020	Lot 59
01-14-127-019	Lot 60
01-14-127-018	Lot 61
01-14-127-017	Lot 62
01-14-127-016	Lot 63
01-14-150-005	Lot 64
01-14-150-004	Lot 65
01-14-150-003	Lot 66
01-14-150-001	Lot 68
01-14-150-006	Lot 69
01-14-150-007	Lot 70
01-14-150-008	Lot 71
01-14-150-009	Lot 72
01-14-150-010	Lot 73
01-14-150-011	Lot 74
01-14-150-012	Lot 75
01-14-150-013	Lot 76
01-14-150-014	Lot 77
01-14-150-015	Lot 78
01-14-150-025	Lot 79
01-14-150-024	Lot 80
01-14-150-023	Lot 81
01-14-150-022	Lot 82
01-14-150-021	Lot 83
01-14-150-020	Lot 84
01-14-150-019	Lot 85
01-14-150-018	Lot 86
01-14-150-017	Lot 87

01-14-150-016	Lot 88
01-14-177-001	Lot 89
01-14-177-012	Lot 90
01-14-177-013	Lot 91
01-14-177-002	Lot 92
01-14-177-003	Lot 93
01-14-177-004	Lot 94
01-14-177-005	Lot 95
01-14-177-006	Lot 96
01-14-177-007	Lot 97
01-14-177-008	Lot 98
01-14-177-009	Lot 99
01-14-177-010	Lot 100
01-14-177-011	Lot 101
01-14-177-024	Lot 102
01-14-177-023	Lot 103
01-14-177-022	Lot 104
01-14-177-021	Lot 105
01-14-177-020	Lot 106
01-14-177-019	Lot 107
01-14-177-018	Lot 108
01-14-177-017	Lot 109
01-14-177-016	Lot 110
01-14-177-015	Lot 111
01-14-177-014	Lot 112
01-14-178-001	Lot 113
01-14-178-002	Lot 114
01-14-178-003	Lot 115
01-14-178-004	Lot 116
01-14-178-005	Lot 117
01-14-178-006	Lot 118
01-14-178-007	Lot 119
01-14-178-008	Lot 120
01-14-178-009	Lot 121
01-14-178-010	Lot 122
01-14-178-019	Lot 123
01-14-178-018	Lot 124
01-14-178-017	Lot 125
01-14-178-016	Lot 126
01-14-178-015	Lot 127
01-14-178-014	Lot 128

01-14-178-012	Lot 129
01-14-178-013	Lot 130
01-14-179-002	Lot 132
01-14-179-003	Lot 133
01-14-179-004	Lot 134
01-14-179-005	Lot 135
01-14-179-006	Lot 136
01-14-179-007	Lot 137
01-14-179-008	Lot 138
01-14-179-009	Lot 139
01-14-179-010	Lot 140
01-14-179-011	Lot 141
01-14-179-012	Lot 142
01-14-179-013	Lot 143
01-14-179-014	Lot 144
01-14-179-015	Lot 145
01-14-260-001	Lot 146
01-14-260-002	Lot 147
01-14-260-003	Lot 148
01-14-260-004	Lot 149
01-14-260-005	Lot 150
01-14-260-006	Lot 151
01-14-260-007	Lot 152
01-14-260-008	Lot 153
01-14-260-009	Lot 154
01-14-260-010	Lot 155
01-14-251-024	Lot 156
01-14-251-023	Lot 157
01-14-251-022	Lot 158
01-14-251-021	Lot 159
01-14-251-020	Lot 160
01-14-251-019	Lot 161
01-14-251-017	Lot 163
01-14-251-016	Lot 164
01-14-251-015	Lot 165
01-14-251-014	Lot 166
01-14-251-013	Lot 167
01-14-251-018	Lot 167
01-14-251-012	Lot 168
01-14-251-011	Lot 169
01-14-251-010	Lot 170

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01-14-251-009	Lot 171
01-14-251-008	Lot 172
01-14-251-007	Lot 173
01-14-251-006	Lot 174
01-14-251-005	Lot 175
01-14-251-004	Lot 176
01-14-251-003	Lot 177
01-14-251-002	Lot 178
01-14-251-001	Lot 179
01-14-201-007	Lot 180
01-14-201-006	Lot 181
01-14-201-005	Lot 182
01-14-201-004	Lot 183
01-14-178-011	Lot 185 (Future Turnover To Tamms HOA)
01-14-176-007	Lot 186 (Future Turnover To Tamms HOA)
01-14-125-001	Lot 187 (Future Turnover to Tamms HOA)
01-14-260-011	Lot 189 (Future Turnover to Tamms HOA)
01-14-201-001	Lot 191 (Future Turnover to Tamms HOA)
01-14-125-020	Lot 192 (Future Turnover to Tamms HOA)

Unofficial